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GEN / 7070

AGREEMENT

by and between the

COUNTY OF ORLEANS

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

MAY 25 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Orleans County Employee Unit
Orleans County Local 837

January 1, 2006 - December 31, 2008



407



THIS AGREEMENT, by and between the County of Orleans, a municipal corporation of the State of New York, through its County Legislature, on behalf of the County of Orleans hereinafter referred to as the "Employer", party of the first part and **The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO**, hereinafter referred to as the "union", party of the second part, is the recognized union by the Orleans County employee Unit, Local 837, WITNESSETH:

ARTICLE I

RECOGNITION: EMPLOYEES COVERED

Section 1.1: The employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement for all regular full and part time employees whose titles are enumerated in Addendum II of this Agreement excluding employees of the Sheriff's Department, Managerial and Confidential employees, trainees employed under the Job Training Partnership Act, and seasonal employees.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2: The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business, and the direction of its work force which the employer has not specifically abridged, deleted, delegated, granted or modified by the Agreement are, and shall remain, exclusively those of the Employer.

Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement and the grievance procedure, to (1) hire, discharge, transfer, suspend and discipline employees; (2) to determine the number of persons required to be employed, laid off or discharged within the entire department and within each unit within the department; (3) to determine the qualifications of employees; (4) to determine the starting and quitting time, and the reasonable number of hours to be worked by its employees; (5) to make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for the selection, retention and promotion of employee to or for occupation not within the bargaining unit established by this agreement; (8) determine the type of equipment and the sequence of work process; (9) to determine to make technological alterations by revising either processes or equipment or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate plants or other facilities; (12) establish, expand, transfer and/or consolidate work processes and facilities; (13) transfer or subcontract work; (14) consolidate, merge, or otherwise transfer any and all its facilities, processes or work; (15) terminate or eliminate all or any part of its work or facilities; subject to the terms of this Agreement, provided, however, the exercise of such prerogatives may be delegated by said Legislature to the department head or supervisory personnel.

The Union agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment; subject to the grievance procedure.

Provided, however, that acts of the Employer necessitated by mandate of any State or Federal Governmental authority or agency shall not be subject to the grievance procedure hereinafter set forth.

ARTICLE 3

DUES CHECK-OFF AND UNION SECURITY

Section 3.1: The County shall deduct from the employees and remit on a pay period basis to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 (and/or its designated agent) regular membership dues for those employees authorizing such deductions; pursuant to the standard CSEA membership form and procedure. These deductions shall be made at times corresponding to the employer's regular payroll period.

Section 3.2: Deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the County Treasurer of his desire to discontinue or to change such authorization, in writing, and by certified mail and the County Treasurer shall forthwith forward a copy of the employee's notification to the Treasurer of the Orleans County Employee's Unit; Orleans County Local, CSEA, Inc.

Section 3.3: The County agrees to implement any mandatory provisions of State Law pertaining to agency fees on a timely basis.

Section 3.4: The Union shall have the right to designate a representative to visit the individual employees covered under this Agreement on the job for the purpose of explaining the CSEA approved insurance programs or for adjusting any claims there under.

Section 3.5: For any meeting required under this Section, the appropriate time for the meetings shall be mutually agreed upon between the parties after notifying the appropriate County Official or Department Head, and with the further restraint that no inordinate interruption of the work of the County will result.

Section 3.6: The Union shall indemnify and save the employer harmless from any and all manner of claims, demands, suits, actions, or other forms of liability which may arise against the employer out of or by reason of the deductions provided for hereunder, the payment of the same to the Union or any other action taken or not taken by the employer, including any liability related to previously signed cards which may vary from the terms of this Article.

Section 3.7: The County will deduct monies, which are authorized in writing by an employee, and such monies will be remitted on behalf of the employee to the Central Orleans Federal Credit Union.

Section 3.8: Employees covered by this Agreement may participate, through payroll deduction, in the County's deferred compensation plan.

ARTICLE 4
UNION ACTIVITY

Section 4.1: The CSEA shall be entitled to appoint stewards for each active shift to represent employees as follows:

Stewards

Employees in the County Administration Building	2
Employees in the County Nursing Home	2
Employees in the Mental Health Building	1
All other employees	2

Section 4.2: The County recognizes the right of the employees to designate representatives of the Union, maximum of seven (7) employees to appear on their behalf for the purpose of conducting negotiations.

Any member of the Union shall have the right to present his grievance to representatives of the County or file such grievance with his designated steward without loss of pay. Stewards shall be allowed release time with pay for the purpose of investigating grievances and representing employees at any stage of the grievance procedure.

In absence of the steward, an alternate may be appointed by the Unit President. Provided, however, that no more than one (1) steward shall receive time off with pay in regard to any one (1) grievance, special conference or other matters requiring the attendance of a steward or stewards.

No overtime will be paid for grievance presentation. Immediately upon execution of this Agreement, the President of the Union shall submit to the Personnel Officer the names and work locations of all stewards and unit officers, and shall provide the names of new or changed stewards and unit officers within five (5) days of such change. No employee shall have official Union status until such time as the County has been notified, in writing, by the Union.

Section 4.3: The President of the Unit will be allowed to take time off with pay to discuss grievances with employees, to attend grievance hearings, as well as to confer with employees during working hours for such purposes.

Section 4.4: Special conferences for important matters, including safety problems and suggestions, may be arranged between the Unit President and the Chairman of the Legislature or designee upon the request of either party. Such meetings shall include at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conference shall be held at reasonable hours as agreed upon by the Chairman of the Legislature or designee and the Union or consented to, in writing, by the Chairman of the Legislature or designee. No more than two (2) representatives of the Union shall receive normal pay for the time spent. These meetings may be attended by a representative of CSEA.

No employee shall receive overtime because of a special conference.

Section 4.5: No more than two (2) representatives of the Union may meet at a place designated by the employee on the employer's property immediately preceding the conference to confer with CSEA representatives. Provided, however, that in the event the subject matter of the special conference requires the presence of/or conference and consultation with additional employees of the employer, such additional employees may also attend the special conference and the preceding consultation, if necessary, and if their attendance is agreed upon by the Union representative and the employer.

Section 4.6: Members of the Union selected and/or elected to attend functions of the NYS CSEA organization or to handle other Union business for which leave is not provided in another Section of this Article or other Article of this Contract shall be allowed leave for attendance at such meetings or to handle other business without loss of pay or leave benefits for fifteen (15) days. The leave allowed herein should be the total accumulative leave allowed all Union members for Union business and meetings defined in this Section 4.6 during each respective calendar year. The amount of such leave used shall be computed by adding days of leave for Union business used by each member together. If an employee uses a day(s) of the leave provided herein to attend a meeting(s) of the Statewide Board of Directors, The Civil Service Employees Association shall reimburse the County the daily rate of pay received by the employee for each day the employee attends an official meeting of the CSEA Statewide Board of Directors, the Civil Service Employees Association shall reimburse the County the daily rate of pay received by the employee for each day the employee attends an official meeting of the CSEA Statewide Board of Directors.

Section 4.7: In addition to the above paid leave, Union officials shall be granted, if necessary, an aggregate of five (5) days per year of unpaid leave for Union business if said leave does not affect departmental operations and meets with the approval of the respective Department Head.

Section 4.8: The parties to this agreement agree to the following procedure for release time for Union business:

(1) Stewards or Unit Presidents shall notify the immediate supervisor or his designee, if available, of the requirement for release time and shall specify the place of intended visitation, the purpose of release time and the estimated duration of stay. If the supervisor or his designee is unavailable, this provision shall be waived.

(2) Prior to arrival at destination, the Steward or Unit President shall notify the Department Head of his intended presence, purpose and estimated duration of stay.

(3) The Steward or Unit President shall, upon return to his work area notify his supervisor of the time of return.

(4) All notification by the Steward or Unit President to his immediate supervisor shall be in writing whenever possible.

(5) When available, a supervisor's prior approval should be obtained before more than one union representative is permitted to leave a department or unit of a department for grievance purposes. Approval shall not be denied for unreasonable, arbitrary or capricious reasons.

Section 4.9: The employer agrees to permit a representative of CSEA to enter the premises at any reasonable time for individual discussion of working conditions with employees, if such visitation does not unduly interfere with the performance of the duties assigned to employees. The representative shall notify the department head upon entering the premises.

Section 4.10: In the months of January and July, the County shall furnish the Union a list of new employees in the bargaining unit. This list shall be issued by Orleans County Personnel Department containing names, addresses, title and department.

Section 4.11: Six (6) months prior to the termination date of this agreement, the County shall furnish to the CSEA a total list of employees in the bargaining unit, and the total number of employees in each particular grade level of the salary schedule.

Section 4.12: The Employer shall provide bulletin boards for the exclusive use of the Union for posting notices and the Union notices may be posted only on such bulletin boards.

Section 4.13: Bulletin Boards shall be located in the County Nursing Home, Health Department, Probation, Mental Health Services Building, County Clerk's Building, and both floors of the County Administration Building.

Section 4.14: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 4.15: The Union and the employees agree that it and they shall not engage in any strike, nor cause, instigate or condone a strike.

Section 4.16: The Employer agrees that it or any of its elected officials, agents and/or representatives shall not lockout any employee(s) covered under the contract.

ARTICLE 5

GRIEVANCE AND ARBITRATION

Section 5.1: General

(a) It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or operation of this Agreement. The Labor Relations Specialist shall be permitted to participate in the activity and progress of any grievance in each stage through the final decision.

(b) No provision in this Agreement shall be interpreted to require the union to represent an employee in any stage of the grievance procedure if the union considers the grievance to be without merit or in contradiction of any law or regulation.

Section 5.2: Grievance Procedure

Shall mean any claimed violation, improper interpretation or inequitable application of this collective bargaining agreement and related terms and conditions of this contract.

Step 1 - Written Grievance to Immediate Supervisor - The aggrieved employee shall present his grievance in writing on the form provided by the union, to his immediate supervisor not later than fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the employee should have reasonably learned of the event giving rise to the grievance, whichever is later. The immediate supervisor shall give his written answer not later than fourteen (14) calendar days after receipt of the grievance.

Step II - Written Appeal to the Department Head - If the grievance is not settled at Step I, the union, not later than fourteen (14) calendar days after receipt of the immediate supervisor's written response, may file a written appeal to the department head.

The department head, or his authorized designee, shall hold an informal hearing with the parties involved not later than fourteen (14) calendar days after receipt of the written appeal. Not later than seven (7) calendar days after the hearing, the department head or his designee shall present his decision, in writing, to the union president.

Step III - Written Appeal to the Chairman - If the grievance is not settled at Step II, the union may request a review of the grievance with the Chairman of the County Legislature. Such request shall be submitted in writing, not later than seven (7) calendar days after receipt of the department head's written response. Not later than fourteen (14) calendar days after receipt of the written appeal, the Chairman shall hold an informal hearing of the parties involved. The Chairman shall present his written decision to the union president not later than fourteen (14) calendar days after the hearing. The Chairman's decision may be appealed to arbitration as provided in Section 5.3.

Section 5.3: Arbitration Procedure

(a) Any grievance that has progressed through the grievance procedure as set forth in Article 5.2 of this agreement, and is unresolved, may be appealed to arbitration by the union. The union must serve written notice to the Chairman of the County Legislature of its' intent to appeal, no later than fourteen (14) calendar days after receipt of this Chairman's written decision in Step III.

(b) Either party will have the right to request a list of the names of five (5) arbitrators from the Federal Mediation and Conciliation Service. Upon the receipt of such list, each party will alternately strike two (2) names from the list, and the remaining name will be the arbitrator to be designated to hear the grievance. A flip of a coin will determine which party will be the first to strike a name from the list.

(c) The arbitrator's decision shall be rendered within thirty (30) calendar days of the hearing or within thirty (30) calendar days of receipt of the written position of both parties.

(d) The cost of any arbitration hearing will be borne equally by the parties to this agreement.

(e) The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 6
DISCHARGE AND DISCIPLINE

Section 6.1: Discharge & Discipline

(a) Any employee who has completed the probationary period shall not be disciplined or discharged without just and sufficient cause.

The probationary period for permanent competitive employees shall be as set forth in Civil Service Law. The probationary period for non-competitive or labor class employees shall be six (6) months.

Any employee who has completed his probationary period who is disciplined or discharged should be served with a notice of the action taken and the specific reasons; therefore, at the time the action is taken, but in no event more than forty-eight (48) hours after the action is taken, the notice of action taken shall be served simultaneously upon the Union President.

When an employee presents a clear and present danger to the County or their fellow employees, the employee may be suspended and the serving of notice shall be waived for a period of ninety-six (96) hours.

Any employee alleging that action taken was without just and sufficient cause, shall have full recourse beginning at Step 3 of the grievance procedure, as set forth in Article 5.3, providing that such grievance is filed within fifteen (15) working days following the action being grieved.

The pendency of a grievance under this Article shall not restrict the County's right to take the action being contested by the employee.

Section 6.2: Procedure

(a) If the County has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

(b) If an employee is to be sent home because of a disciplinary suspension or discharge, the union steward involved, or his alternate, shall be called in.

Section 6.3 Where any provision of this Collective Bargaining Agreement is determined to be in conflict with New York Civil Service Law Section 75, said Collective Bargaining Agreement shall control. It is the intent of this section of the Collective Bargaining Agreement to formally opt out of the provisions of Civil Service Law Section 75 with respect to removal and other disciplinary action.

ARTICLE 7
SENIORITY

Section 7.1: Seniority shall mean an employee's length of continuous service with the County, within or outside of the bargaining unit, measured in calendar days from the first day the employee actually worked for the County, on or after the employee's most recent date of hire.

If the application of the preceding paragraph results in two (2) or more employees having the same seniority, the employee whose birth month and birthday occur earlier in the calendar year shall be deemed more senior.

Seniority shall not accrue to a probationary employee until completion of the probationary period at which time the employee shall possess seniority as defined in Section 7.1. Seniority shall be applicable only as expressly provided in this Agreement.

Section 7.2:

(a) A seniority list for covered full time employees employed by the County shall be maintained on an up-to-date basis, and will be provided to the unit secretary annually on July 1st or upon request.

(b) A separate seniority list for part-time employees covered under this contract shall be maintained on an up-to-date basis, and will be provided to the unit secretary annually on July 1st, or upon request.

Section 7.3: An employee shall lose his seniority if:

(a) He quits or retires;

(b) He is discharged and the discharge is not reversed or sustained through the Grievance and Arbitration Procedure of Section 75 of the Civil Service Law;

(c) He is absent for five (5) consecutive working days without notifying the employer unless a reasonable excuse or cause is given for failure to notify the employer. After such absence, the employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated;

(d) He does not return within fourteen (14) calendar days of written recall from layoff;

(e) He does not return to work within fourteen (14) calendar days following the end of sick leave (paid or not paid) or leave of absence;

(f) He fails to return to work within ninety (90) calendar days after termination of military service;

(g) He is laid off for a period beyond one (1) year's duration or beyond his length of seniority, whichever is the shorter period.

Section 7.4: Breaks in Continuous Service

(a) Any employee's continuous service record shall be broken by voluntary resignation, or discharge for just cause or retirement. However, if any employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his records.

(b) There shall be no deduction from continuous service for any time lost which does not constitute a break in service.

Section 7.5: Reinstatements

A full-time employees who quits County employment and subsequently returns to full-time County employment within one year, shall receive benefits and wages as a new employee except that if and when the employee has three years of County service, they will be eligible for health insurance under Article 29 of this agreement.

ARTICLE 8 **LAYOFF PROCEDURE**

Section 8.1: Total County seniority will govern with respect to layoffs, reduction in force, and/or job abolishment's.

Section 8.2: Layoff in the Competitive Class - When there is a decrease in employment as a result of any reason reflected in Paragraph 8.1 (above), the following procedures shall be followed for the competitive class employees.

(a) Before any permanent competitive class incumbent in any classification is laid off within a department, all temporary, part time, provisional and probationary employees in that classification in which the layoff is to occur, shall first be laid off in that order.

(b) Where there is a layoff in a specific classification, and no temporary, provisional or probationary employees are involved; the employee with the lowest seniority who is in the classification within that department shall be laid off.

(c) If the laid off competitive class employee has previously held a position on a permanent basis, he may bump an employee in that department with the least seniority in the classification, who will be laid off.

(d) The laid off employee will be placed on a preferred eligible list for competitive class employees.

(e) Layoff in lieu of bump. In the event of a layoff, the employee may not wish to bump into another job held by an employee. In such event, he will be entitled to be processed as a layoff and placed on the preferred eligible list or on the recall list.

Section 8.3: Layoff in the Non-Competitive Class - When there is a decrease in employment as a result of any reason reflected in paragraph 8.1 above, the following procedure shall be followed for non-competitive class employees;

(a) Before any permanent incumbent in the classification is laid off in the County, temporary, part time and then probationary employees in that classification in which the lay off is to occur, shall be laid off in that order.

(b) Where there is a layoff in a specific classification and no temporary, part time or probationary employees are involved, the employee with the lowest seniority in the classification shall be laid off.

(c) If the laid off employee has previously held a position in the County or is qualified for a lower level position in the County, he may bump an employee in the County with the least seniority in that classification, who will be laid off.

(d) The laid off employee will be placed on a recall list.

(e) Layoff in lieu of bump. In the event of a layoff, the employee may not wish to bump into a job held by a junior employee, in which event the employee will be entitled to be processed as a layoff and placed on a recall list.

Section 8.4: The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing said error to the County's attention.

Section 8.5: One week's notice of layoff shall be given the Union, except in situations beyond the employer's control, such as national emergency, labor dispute, fire, inclement weather, floods, acts of God, subject to grievance procedure.

ARTICLE 9

RECALL PROCEDURE

Section 9.1: Whenever a vacancy occurs in a title within the County, employees who are on layoff in that title shall be recalled in accordance with their seniority in the reverse order in which they were laid off. If a vacancy occurs in a title where no employee in that title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he has the ability to do the work, and if not, the next senior employee will be recalled.

Part time employees shall be recalled following the recall of all permanent, probationary and provisional employees who were laid off from the classification in which the recall of employees is to occur in accordance with this Section 9.1 of this Article 9.

Recall rights for all employees except competitive and non-competitive employees shall expire two (2) years from the date of the last layoff. Competitive and non-competitive class employees shall be provided recall rights in accordance with the classified rules of the Civil Service.

Section 9.2: With regard to any error in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to the County's attention to the date the County notifies the employee to return to work.

ARTICLE 10

JOB POSTING, PROMOTIONS AND EXAMINATIONS

Section 10.1: Job openings in competitive classifications will be posted in all work locations for seven business days prior to the position being filled in accordance with Civil Service Rules. During the posting period, employees may apply for a lateral transfer in writing to the Director of Personnel.

Section 10.2: The County will waive their County fee for examinations; however, the employees will be required to pay the State examination fee. Examination announcements for competitive classifications will be posted in all work locations in accordance with Civil Service rules and regulations.

All County employees will be granted time off with pay to take promotional and open competitive County Civil Service examinations when such exams are held during hours the employee is normally scheduled to work.

Section 10.3: Job openings in non-competitive and labor classifications will be posted for seven working days in locations where County employees are represented by CSEA and shall show:

1. Job Title
2. Rate of pay
3. Location of job assignment and general description of job duties

Physical ability, aptitude and seniority are the factors to be considered in filling such positions. If two or more employees of equal qualifications apply, seniority will be the determining factor.

Any bargaining unit employee may apply for such positions during the posting period. If no qualified full time employees apply, the position will be filled with a qualified part time employee who has applied. If no qualified part time employees apply, the County may fill the position from any source.

Section 10.4: A non-competitive or labor class employee promoted to a higher classification shall serve a six month probationary period, during which time he may be returned to his former position without recourse to the grievance procedure.

Section 10.5: Copies of all notices of examinations and announcements of job vacancies shall be sent to the Unit President.

ARTICLE 11

TRANSFERS TO POSITIONS WITH THE SAME TITLE

Section 11.1: Request by an employee for transfer to another department into a job where a vacancy exists with the same Title should be submitted in accordance with applicable Civil Service provisions. Where there is a conflict resulting from an approved request for transfer, involving two (2) or more employees with the same title, the employees will be interviewed by the department supervisor where the vacancy exists. The selection process shall follow the Civil Service procedure matching the total requirements of the position with the total characteristics of the candidate. When identical ratings result, seniority in the job classification shall be the deciding factor.

TEMPORARY ASSIGNMENTS TO HIGHER POSITIONS IN THE NON-COMPETITIVE CLASS

Section 11.2: Any employee meeting Civil Service qualifications may be temporarily assigned to a job or classification other than his own for a period not to exceed the maximum period permitted by a law, rule or regulation for temporary assignment. An employee in the non-competitive class shall be paid the step and grade on the higher title scale that he would have received if promoted to such position. The employee shall be paid such out of title money after he has been so assigned for five (5) consecutive workdays.

TEMPORARY ASSIGNMENT TO HIGHER POSITIONS IN THE LABOR AND COMPETITIVE CLASS

Section 11.3: Any employee, meeting Civil Service qualifications, may be temporarily assigned to a job or classification other than his own for the maximum period permitted by any law, rule, regulation applicable to temporary assignments and paid his own rate of pay. Any employee so assigned shall be paid the rate as if he was promoted to the position on a permanent basis. Any employee so assigned shall receive such out of title pay after he has worked in such title for a period of fifteen (15) consecutive working days.

Notwithstanding, the language of this Section 11.3 and as an exception to it when a Licensed Practical Nurse is assigned to perform the duties and responsibilities of a Charge L.P.N., they will be paid at their current step in the salary grade of a Charge L.P.N. for the time they are so assigned.

Section 11.4: In the event that an employee is temporarily appointed to a position with a higher classification and pay rate than the position which he holds at the time of his temporary appointment, and is subsequently given a provisional appointment to such job carrying a higher classification and wage rate, the effective date of such provisional appointment for all purposes shall be deemed the date of the original temporary appointment; provided, however, that such temporary service must be continuous and without break for the determination of the effective date of the provisional appointment as above provided.

Section 11.5: When a temporary, provisional or permanent appointment is made by the employer to fill a newly created position or other vacancy, the employer shall notify the Local Union President, in writing, of the name of the title filled, the person appointed, and the effective date of the appointment within four (4) working days of said appointment.

ARTICLE 12 **SHIFT PREFERENCE**

Section 12.1: After one (1) year of continuous service on a particular shift, an employee may exercise his seniority in respect to choice of shift within the same job classification. When an employee chooses to exercise his seniority for choice of shift, he may not utilize that process again for at least one (1) year. This procedure may be utilized only when a permanent shift vacancy exists.

ARTICLE 13

OVERTIME FOR EMPLOYEES OTHER THAN COUNTY NURSING HOME STAFF

Section 13.1: Overtime shall be defined as any hours worked in excess of forty (40) hours in any one (1) work week, which overtime shall not be pyramided. Such overtime shall be compensated at one and one half (1 ½) times the employee's regular rate of compensation. No overtime shall be worked by any employee without approval of his respective supervisor.

Section 13.2: Those employees whose normal work week is less than forty (40) hours shall not be compensated for time worked in excess of their normal work week, but less than a total of forty (40) hours, they shall be entitled to compensatory time off, with the mutual agreement as to selection of time off between employee and respective supervisor.

However, when the amount of accumulated compensatory time reaches 20 hours, the employee will be paid for hours worked in excess of thirty-five.

Section 13.3 Compensated time off for sick leave, annual leave, or jury leave is to be considered as time worked in computing overtime.

Section 13.4: Overtime shall be divided as equally as possible among employees (excluding foremen or supervisors who may be scheduled for unequal overtime) during each quarter of the calendar year.

Whenever overtime is required, the person with the least number of overtime hours in that classification within his department will be called first (provided he is capable of doing the work) and so down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they will be called on the basis of least hours of overtime worked in their classification, provided they are capable of doing the work. For the purpose of the clause, time not worked by an employee, because the employee did not choose to work, will be charged to the employee at the average number of overtime hours the employees worked during that call out period.

Section 13.5: Any employee who: (1) reports for work at his regular scheduled reporting time (unless he is notified at least (1) hour prior thereto that he is not to report) or (2) is called back to work after he has been dismissed at the completion of this regular shift, shall be guaranteed three (3) hours pay at the employees straight time hourly rate, or overtime for hours actually worked, subject to the provisions of Article 13, whichever amount is greater.

Section 13.6: When overtime is required and the overtime need has not been met using Section 13.4 or Section 13.5 there may be times at the Department Head's discretion, for assignment of mandatory overtime. Mandatory overtime may be assigned to County employees, dependant upon specific individual circumstances based upon the nature of work and or caseload and or continuity of service to the end customer or consumer of County services. Any employee required to perform unplanned mandatory overtime shall be guaranteed four (4) hours pay at the employee's straight time hourly rate, or overtime for hours actually worked, subject to the provisions of Article 13, whichever is greater. Any employee required to perform planned mandatory overtime shall be guaranteed three (3) hours pay at the employee's straight time hourly rate, or overtime for hours actually worked, subject to the provisions of Article 13, whichever is greater. An employee may decline mandated overtime once during each six month period following the date of declination of mandatory overtime.

OVERTIME FOR ORLEANS COUNTY NURSING HOME STAFF

Section 13A.1: Overtime shall be defined by any hours worked in excess of hours of work as defined in Article 14 Hours of Work, which overtime shall not be pyramided. Such overtime shall be compensated at one and half (1 1/2) times the employee's regular rate of compensation. No regular hours or overtime shall be worked by any employee without approval of his or her respective supervisor.

Section 13A.2: Those employees whose normal work week is less than forty (40) hours as defined in Article 14 Hours of Work, shall not be compensated for time worked in excess of their normal work week, but less than a total of forty (40) hours, they shall be entitled to compensatory time off, with the mutual agreement as to selection of time off between employee and respective supervisor.

However, when the amount of accumulate compensatory time reaches 20 hours, the employee will be paid for hours worked in excess of their normal hours of work as defined in Article 14 Hours of Work.

Employees shall have the option of receiving compensatory time off or monetary compensation for all hours worked in excess of their normal work week, at their discretion.

Section 13A.3: Orleans County Nursing Home is a 7 day a week, twenty-four hour a day facility and there may be times when it becomes necessary to mandate employees to adequately staff the facility. In those instances, the following apply:

1. Minimum staffing levels are provided for all shifts and posted in the Nursing Office and at such other mutually agreed upon locations selected to make staff aware of the minimum levels.
2. Recruitment of volunteers will be used first, when levels of staffing are below minimum levels. Nursing office will keep a list of who is contacted on the back of the appropriate Day Sheet.
3. A mandating list by classification will be maintained as follows:
 - a. An inverse seniority list will be established with the least senior employee placed first on the list. If an employee is unable to be contacted, the next person on the list will be called. The name of the employee who could not be contacted will remain in its original position on the list. An employee mandated to work will rotate to the bottom of the list.
 - b. Employees must be mandated privately if in the facility at that time. The employee will be told that they are being mandated for four (4) hours. The four (4) hour time frame must be scheduled either four (4) hours following their normally scheduled shift, or four (4) hours prior to the start of their normally scheduled hours; (but may leave earlier when determined by the supervisor). Employees shall receive a minimum of one (1) hour notice that they are mandated to work, except in cases of weather emergencies, no-call no-show, or late call-ins. It might

be necessary to mandate the first person reached, even though they may not be at the top of the mandating list. In this event, every effort will be made to continue to find a replacement off the inverse seniority list described above.

c. In those instances when unable to reach an employee pursuant to above, the least senior employee from the current shift will be mandated to remain on duty up to four (4) hours or until replaced, whichever is sooner.

d. An employee who volunteers to work a four (4) hour time frame will be moved to the bottom of the list.

4. Each employee shall have the opportunity to decline mandated overtime once per six (6) month period. This declination will be followed up in writing by the employee to ensure that their name is moved to the bottom of the list.
5. If an employee refused mandating within the six (6) month period after their declined mandated overtime, it will be considered insubordination, and the employee will be subject to progressive discipline and entitled to all provisions within this bargaining agreement.
6. All employees must be aware of where they are situated on the mandating list and be reasonably available when his/her name has rotated to the top or near the top of the list.
7. Employees on benefited time will not be mandated and their position on the list will be maintained.
8. Employees who have extreme extenuating, circumstances must contact the Nursing Home Administrator prior to any actual incident of mandating. The Nursing Home Administrator will review the situation and if, in his/her discretion, the concern is valid, the Nursing Home Administrator will give the employee a time frame for making arrangements to resolve these circumstances.
9. Employees that have medical circumstances with M.D. scripts must be reviewed on an individual basis by the Nursing Home administrator and available for review on an individual basis by the Labor Management committee.

Section 13A.4: It is imperative that staff adhere to the policy of calling in sick as early as possible. Staff should try to call two (2) hours before the shift starts unless unforeseen circumstances arise. If this policy is disregarded, the employee may become subject to progressive discipline. Employees must call themselves in unless there are extenuating circumstances. No voice mail.

Section 13A.5: Any employee who: (1) reports for work at his regular scheduled reporting time (unless he is notified at least one (1) hour prior thereto that he is not to report) or (2) is called back to work after he has been dismissed at the completion of his/her regular shift, shall be guaranteed three (3) hours pay at the employee's straight time hourly rate, or overtime for hours actually worked, subject to the provisions of these provisions entitled "Overtime for Orleans County Nursing Home Staff", whichever amount is greater.

ARTICLE 14
HOURS OF WORK

Section 14.1: The normal work week for full time County employees shall be thirty-five (35) hours, consisting of five (5) consecutive work days of seven hours (not including meal period), Monday through Friday, except as otherwise provided herein. Normal county business office hours shall be 9:00 a.m. to 5:00 p.m., except for the period commencing on the Monday falling on or prior to July 1 through the Friday falling after August 31 when the office hours shall be 8:30 a.m. to 4:00 p.m.

The normal work week for the following full time positions shall be forty hours (40), consisting of five (5) consecutive work days of eight hours (not including meal period), Monday through Friday:

Buildings Maintenance Workers	Cleaners
Messenger	Head Cleaner
Custodian	Work Experience Crew Leader
Custodial Worker	Chauffeur
Highway Maintenance Worker	Motor Equipment Operator
Auto Mechanic	M.E.O. Lead Person
Working Supervisor	

The hours of work for non-clerical employees of the Highway Department shall be from 6:00 am to 2:30 pm for the period between Memorial Day and Labor Day.

Once each calendar year, employees within a department may make a request for either a one-half hour or one hour meal period.

These requests shall be honored, subject to the scheduling needs of the department as determined and approved by the Department Head.

Section 14.2: The normal work week for the following full time positions shall be thirty-seven and one-half (37 ½) hours per week consisting of five (5) work days of seven and one-half hours (7 ½) (not including meal periods), Sunday through Saturdays.

LPN - Nursing Home only	Certified Nursing Assistants
LPN In Charge	Registered Nurse
Senior Laundry Worker	RN In Charge
Laundry Worker	Food Service Helper
Cleaner	Cook
Baker Head Cook	Registered Nurse – Public Health

Section 14.3: Flex Time

Determination as to whether a department or a division of a department shall flex (7:00 a.m. - 6:00 p.m.) shall be made by the Department Head (subject to Legislative approval and Section 14.5). Any flex schedule that extends beyond 6:00 p.m. must be approved by the Labor/Management Committee. In the event that a Department Head decides to cease flextime, employees and the union shall be given thirty (30) days notice.

The accumulation of time off benefits such as sick leave, annual leave, holiday leave, etc. for employees working a flexible schedule shall not exceed the benefits that would have been earned on the employees normal schedule.

The determination of an individual's flexed schedule shall be made between the individual and his Department Head or the Department Head's designee. In the event two or more persons in a flexing division request the same schedule, but cannot be accommodated, the most senior individual shall have first preference.

In the event that an individual and his/her supervisor cannot agree on a flex schedule, the individual's hours will remain the same.

Any change must be mutually agreed to by both the Department Head and employee; but in no event shall there be more than one (1) change every three (3) months. In the event that the parties cannot agree on the requested change, the employee shall have the option of remaining at his current schedule or reverting to his schedule prior to the adoption of flex time.

Section 14.4: All employees' work schedules shall provide for a fifteen (15) minute rest period during each half of their shift, which includes any travel time associated with the rest period.

Section 14.5: In the event the employer deems necessary any change in the work week or shift assignment, the employee and the unit president will be notified seven (7) calendar days in advance of the proposed change except in emergency situations.

Section 14.6: Shift Differential Pay

(a) Employees who have at least half of their regularly scheduled hours of work fall between the hours of 3:00 p.m. and 7:00 a.m. shall be paid 35 cents per hour in addition to their regular rate of pay. Such payment shall be included in the employees' regular paycheck as part of their regular pay.

(b) Normally, the second shift begins at 3:00 p.m. and terminates at 11:00 p.m., while the third shift begins at 11:00 p.m. and terminates at 7:00 a.m.

ARTICLE 15

HOLIDAYS

Section 15.1: The following holidays shall be observed as paid holidays by the employees covered under this agreement provided the employee has at least six months of service or was hired prior to February 1, 2003:

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King's Birthday | 8. Election Day |
| 3. President's Day | 9. Veterans' Day |
| 4. Memorial Day | 10. Thanksgiving Day |
| 5. Independence Day | 11. Day after Thanksgiving |
| 6. Labor Day | 12. Christmas Day |

Section 15.2: If a holiday falls on a Saturday, all employees except those employees in the Nursing Home shall celebrate the holiday on the preceding Friday. Employees of the County Nursing Home who are scheduled to work on a holiday shall be paid for the holiday as set forth in Section 15.4 of this Article 15, while employees who are not scheduled to work shall receive an additional day off for such holiday. The conditions established herein for employees of the County Nursing Home shall also apply in all instances of holidays falling on a Sunday (See Section 15.3 of this Article 15).

Section 15.3: If a holiday falls on a Sunday for all employees except the Nursing Home, it shall be celebrated on the following Monday.

Section 15.4: All employees who work on a holiday shall receive their regular compensation for all hours worked, plus time and one half (1 ½) their regular hourly rate of pay providing the hours worked or paid for during the holiday week equals thirty-seven and one-half (37 1/2) hours or more.

Section 15.5: Any employees who work on a holiday will have a choice of annual pay or time off. If the employee elects pay, he will be paid according to Section 15.4. Employees who elect the time off option will notify the employer by December 1st of the preceding calendar year. The employee will be paid his normal day pay for working the holiday and receive an additional day off which can be taken at the employee's option with a thirty (30) calendar day notice to his immediate supervisor.

ARTICLE 16

ANNUAL LEAVE

Section 16.1: All regular full time employees who have been continuously employed by and continuously receiving compensation from the County as employer, shall be entitled to annual leave with pay earned on an annual basis from the anniversary date in accordance with the following schedule:

<u>After Completion Of</u>	<u>Days of Annual Leave</u>
6 months	4
1 year	8
2 years	14
3 years	15
4 years	16
5 years	17
6 years	18
7 years	19
8 years	20
9 years	20
10 years	20
11 years	20
12 years	25
13 years	25
14 years	25
15 years	25
16 years	25
17 years	25
18 years	25
19 years	25
20 years	30

Section 16.2: The rate of pay for annual leave shall be the employees regular straight time hourly rate of pay in effect at the time the leave is taken, including any shift differential and longevity pay.

Section 16.3: All annual leave must be requested of and approved by the department head in advance of the leave. Employees may divide their leave into segments not less than one hour in length, except that when written approval is obtained in advance of the leave, annual leave may be taken in a one half hour segment. Whenever possible, the employees request for annual leave use shall be granted, but the final right to determine the time the leave is used is expressly reserved to the County in order to insure orderly operation of its business.

Section 16.4: Employees must make their annual leave request in writing during the month of January but no later than January 31st. An approved annual leave schedule will be posted in each operating unit by February 15th of each year. This schedule will list all approved annual leave, based on seniority, for the 12-month period from February 15th of current year to February 14th of the following year. Employees will be notified of the department head's decision regarding their request no later than February 15th. If circumstances require the employer to limit the number of employees on leave at the same time, the employee with the greatest seniority shall be given first choice.

Section 16.5: After February 15th, scheduling of annual leave will be on a first come first serve basis. Requests must be in writing, and employees must receive the County's response within ten (10) days of the request.

Section 16.6: If a scheduled holiday falls within an employee's annual leave, he/she will be granted an extra day of leave without loss of pay.

Section 16.7: Annual leave, up to five (5) days, which remains unused on an employee's anniversary date shall be automatically carried over and added to the next year's annual leave.

Section 16.8: Nursing Home employees who have submitted requests covering all their annual leave under 16.4 of this Article and who have made a significant effort to reschedule any request denied under 16.4, shall have the right to be compensated for up to five days of the unused leave if it cannot be scheduled before their anniversary date. Any request for compensation must be made in writing no later than five workdays after the anniversary date. The total of days paid under this Article and days carried over under Section 16.7 shall not exceed five (5).

Any employee who is laid off, resigns, or retires shall receive payment for earned annual leave if the employee gives ten (10) working days notice to the Department Head of their resignation. All earned annual leave shall be paid to an employee's estate upon his/her death. An employee discharged for cause by the County is not eligible for payment of annual leave at the time of such discharge.

The conditions under which part time employees shall receive annual leave are set forth in Article 51.2 of this contract.

ARTICLE 17 **RETIREMENT**

Section 17.1: So long as the same is not prohibited by law, rule, regulation or order, the County shall continue the coverage of employees under this agreement who are currently covered by the 1/60th New York State Retirement Plan retroactive to 1938, except as amended, enlarged, and modified by Section 75i; Section 41, subdivision J; Section 43, subdivision G; Section 60-B, all of the Retirement and Social Security Law of the State of New York and Section 243, subdivision 4 of the Military Law of the State of New York.

ARTICLE 18 **SICK LEAVE**

Section 18.1: After completing one (1) month of employment, full time employees hired prior to 1/1/89, and full time employees who have completed three (3) full years of service, shall earn one and one quarter (1 ¼) days of sick leave for each month in which they work or are fully compensated. Employees hired after 1/1/89 who have less than three (3) full years of service will earn one (1) day per month. Employees hired after 01/01/2000 will earn one day of sick leave for each month they work or are fully compensated. Such leave may be accumulated to a maximum of one hundred eighty (180) days for illness and unlimited accumulation for Blue Shield upon retirement buy back (refer to Article 29). Any employee, who during his employment with the County accumulates more than one hundred eighty (180) days of sick leave and who subsequently drops below one hundred eighty (180) days of accumulation, will not lose any days over one hundred eighty (180) days of accumulation for purposes of medical coverage upon retirement buy back.

(a) Sick leave may be taken by the employee only in the event of his/her own illness or the illness of an immediate family member. Sick leave may be used in increments of not less than one-quarter hour.

Illness shall be defined as illness, bodily injury or quarantine.

- **Immediate Family Member** shall be defined as parent, step-parent, spouse, child, step-child, foster child or any relative member of the employee's household.

Any employee on compensated sick leave for five (5) or more days is required to present a physician's certificate to the employer. Any employee who has five (5) incidents of absences in any 12 month period and after having been counseled, a physician's certificate may be required before absences are charged to sick leave. The employer has the right, at his option, to request a physician's certificate for any compensated sick leave absence of less than five (5) days if the employer has reason to believe the employee or immediate family member is not actually ill or injured or in the event of a contagious disease or injury or illness which might affect the employee's ability to perform his functions or abusing his sick leave. This right of the employer shall not be used arbitrarily or capriciously.

(b) Employees who have had continuous employment with the County for one (1) year and who are unable to perform the duties of their employment because of injuries received in or illness caused by the service of the employer, and who are awarded Workers' Compensation benefits during any periods that they are unable to work because of such injury or illness, shall receive a supplemental sum equal to the difference between their net take home salary for regularly scheduled hours and their compensation benefits received during such disability. In no event shall such supplemental pay continue for a period in excess of six (6) months from the first day of initial disability period.

(c) In the case of an absent employee who is eligible for Workers' Compensation coverage, the employee shall be entitled to receive approximately his net take home salary for regularly scheduled hours. The employee shall assign the full amount of his Workers' Compensation weekly, interim or final award to the employer upon receipt, if such amount(s) is not paid directly to the employer as a result of a notice of lien signed by the employer. Such award(s) shall be used to reimburse the employer for salary paid to the employee. The employer reserves the right to collect such reimbursement from any scheduled, lump sum or other Workers' Compensation award(s) to which the employee becomes entitled.

Sick leave must be used as payment for the first five days of a Workers' Compensation loss of work claim. This will be reimbursed to the employee upon a favorable Workers' Compensation Hearing determination.

The employer shall pay such employee's salary at the usual time. Once it has been determined that the employee is entitled to Workers' Compensation, benefit payments will be made by the Self Insurance office directly to the insured. After these payments have begun, the salary normally paid will be reduced to the amount of the supplement. Upon determination by the Workers' Compensation Board that the employee is not entitled to Workers' Compensation payments to the employee, accumulated unused sick leave days of the employee shall be deemed to have been used to the extent salary has been paid to the employee under 18 (c).

In any case, the employer's entitlement under this Section 18 (c) shall be limited to that which has been paid out in salary pursuant to 18 (c). Workers' Compensation benefits in excess of that amount shall remain with the employee.

(d) Each new employee shall be allowed to use his/her accumulated sick leave following the completion of 26 weeks employment.

Section 18.2: The County will maintain two (2) separate sick leave banks for each employee:

(a) Sick leave accumulation bank to a maximum of 180 days for illness;

(b) Sick leave unlimited accumulation for buy back for Blue Cross/Blue Shield upon retirement.

Section 18.3: Non-services Connected Illness and Disability - NYS Disability Benefits

The employer will provide statutory New York State Disability benefits for off-the-job injury and sickness to each employee. These benefits become available to the employee after accumulated sick days are exhausted and continue for a maximum period equal to 26 weeks after the disability.

For example, if an employee becomes ill January 1st, he has enough sick days to cover one month, but is disabled for seven (7) months, his benefits are as follows:

<u>Month</u>	<u>Receives</u>	<u>Benefit</u>
January	sick pay	full pay
Feb-June*	disability	50% salary max.
July	nothing	\$170 weekly*

*Actual benefits and length of coverage as provided by N.Y.S. Disability Carrier.

During the period the employee is receiving County paid sick leave, any benefits available under the disability benefits shall be the property of the County.

Section 18.4: The conditions under which part-time employees receive the benefits of this Article 18 are set forth in Section 51.2 of Article 51 of this contract.

ARTICLE 19

CHALLENGE OF EXAMINATION REPORT

Section 19.1: The County may request an employee receiving sick leave to be examined by the County physician appointed for this purpose by the County.

In the event the report of the employee's attending physician is challenged by the County Administration, or if the union or the employee challenges the report of the County physician's examination, then the following procedure shall be followed:

(a) The employee may elect to be examined by a physician of his own choice, at his expense.

(b) If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.

(c) In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined by an appropriate specialist for final determination in the matter. The two (2) examining physicians shall select the third physician (Specialist) whose decision shall be final and binding on all parties involved in the dispute. The fee charged by the Specialist shall be shared equally by the County of Orleans and the affected employee.

(d) In the event that the County physician should find that the employee is able to perform light duties, the employee shall be given such employment until such time that the employee is able to perform his regular duties. Acceptance of other employment shall constitute a waiver of the employee's other rights under this provision.

(e) The employer should make every effort to place an employee who through physical sensitivity, or otherwise, become partially disabled on his present job, on work which he is able to perform.

(f) A report of physical examination and any laboratory tests made by physicians acting for the County will be given to the personal physician upon written request of the employee.

(g) The employee and the Union shall be fully informed of any contemplated action on the County's part, as herein stated above on the challenge of Examination Report.

ARTICLE 20

VOLUNTEER FIRE AND AMBULANCE SQUAD MEMBERS

Section 20.1: Employees who are volunteer members of fire departments or ambulance squadrons, may when engaged in an emergency, report to work late and will be given up to twelve (12) hours of volunteer service time with pay per year.

All service time must be verified in writing by the Chief of the fire department or ambulance squadron. Time used above the twelve (12) hours of voluntary service time per year, will be employee's own annual leave time. The employee shall report the need for such absence to his supervisor as soon as possible.

ARTICLE 21

BEREAVEMENT LEAVE

Section 21.1: When a death occurs in the employee's family, the employee shall be entitled to time off with pay in accordance with the following schedule:

<u>5 work days</u>	<u>3 work days</u>	<u>2 work days</u>
Parent or Step parent	Sister or brother	Grandparent
Spouse	Grandchild	
Child or Step-child	Son or daughter-in-law	
Foster child or legal guardian	Parent-in-law	
Relative member of employee's household		
<u>1 work day</u>		
Brother or Sister-in-law		
Aunt or Uncle		
Niece or Nephew		

Employees shall be given consecutive work days off starting with the first day following death. The employee may, upon written request, save one of the days granted to attend services when such services are observed at a later date. Any such leave may be extended up to five (5) work days (without pay) at the discretion of the department head. Notification should be given as soon as possible.

The employee may be requested to verify eligibility by submitting a written statement or by providing a copy of the notice of death.

ARTICLE 22

JURY DUTY LEAVE

Section 22.1: Upon presenting proof to an employee's immediate supervisor of the necessity for the employee to serve jury duty or to attend court for other than personal matters, leave of absence with pay shall be granted to all employees. Any stipend or fee, except for mileage, the employee receives for serving on Jury Duty will be turned over to the County Treasurer.

Section 22.2: If an employee is selected as a juror, and is in turn dismissed for the day after reporting, that employee must report for the second half of his work shift if scheduled to work days.

Section 22.3: When an employee is assigned to the second shift on the day he performs jury duty, he is to be excused with pay for second shift assignment on that day.

Section 22.4: When an employee is scheduled to work the third shift on the day he is to report for jury duty, such employee is to be excused with pay for such third shift assignment.

ARTICLE 23

LEAVE OF ABSENCE WITHOUT PAY

Section 23.1: Application for Leave Without Pay

Application for leave of absence without pay for any of the reasons cited in this provision, shall be filed by the employee on the prescribed form, with the department head. Department Heads may authorize unpaid leave of absence up to fourteen (14) consecutive work days for a doctor verified illness or injury which prevents an employee from reporting for work and up to three (3) consecutive work days for other emergency purposes. In all other circumstances, the leave of absence has to be approved by both the department head and County Legislature. It is understood that such employee will be permitted to return to the same title to which he was assigned prior to the leave. In no case shall an employee return to work before the date stipulated in the leave of absence without a thirty (30) day notice to the employer, except in an extreme emergency.

Section 23.2: Child Rearing Leave

Employees shall be eligible to receive unpaid childbearing leave for dependent children less than one year old as follows: For each year of service, they may receive one month of unpaid leave to a maximum of six months. Leave granted under this section will run concurrently with any leave available under the Family Leave Act.

Section 23.3: Military Leave

Any employee who is required to render military service by any branch of the U.S. Armed Forces, the National Guard, or the State Militia shall be eligible for leave as defined by Section 242 and 243 of the Military Laws of New York State.

Section 23.4: Reinstatement of Veterans Laws

The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations.

A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it will be seniority equal to the time spent in the Armed Forces.

Section 23.5: Leave Because of Extended Illness

When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if the attending physician has recommended a period of rest and convalescence, the County Legislature may grant a leave of absence without pay for a period not to exceed one (1) year, subject to extension pursuant to County Civil Service Rules.

Section 23.6: Leave for Educational Purposes

On the approval of the County Legislature, permanent employees may be granted leave of absence without pay for a period of one (1) year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position.

Section 23.7: Leave of Absence To Accept Outside Employment

Leave of absence shall not be granted to an employee to accept employment outside the County service.

Section 23.8: Unpaid Leave

Any bargaining unit employee who has used their annual leave may request an unpaid leave of absence for up to ten (10) working days in any calendar year with the approval of the Department Head. The days need not be taken consecutively

Such leave will not be considered a break in service and the accumulation of sick time, annual leave, eligibility for increment, eligibility for Health Insurance, etc. will not be affected by going off the payroll under this article. Department Heads may approve unpaid leaves, based on the staffing needs of the department.

Disagreements about the application of this article shall not be subject to the grievance procedure, but may be reviewed at a Labor Relations Meeting.

Section 23.9: Leave Other Reasons

Leave of absence without pay for reasons other than those cited in this provision, shall be granted by the County Legislature only in unusual circumstances, which in the judgment of the County Legislature, justifies the granting of such leave.

Section 23.10:

In the event of any authorized leave of absence the employee's anniversary date prior to said leave for the purpose of computing increments shall be retained with the following exception:

When the total of all unpaid leaves subsequent to January 1, 1985 exceeds six (6) months, eligibility for future increments shall be delayed by the total in excess of six (6) months.

Section 23.11: Leave Accumulation

The County will provide the employees covered by this Agreement with notification and a list of all accumulated sick leave, annual leave credit, and compensatory time off due in the first weeks of January and July.

ARTICLE 24
SAFETY EQUIPMENT

Section 24.1: The County will provide prescription safety glasses to all full time permanent employees in the following titles who have completed 26 weeks of employment:

Building Maintenance Worker	Custodian
Head Cleaner	Custodial Workers
Cleaners	Technicians
Sanitarians	Senior Technicians
Work Experience Crew Leader	Auto Mechanic
Highway Maintenance Worker	Working Supervisor
Motor Equipment Operator	M.E.O. Lead Person

The employee is required to furnish the County of Orleans with a written prescription for the safety prescription eyeglasses. The prescription cannot be more than three years old.

Section 24.2: Glasses will be replaced during October of even numbered years except for those issued during the preceding 12 months. Glasses, broken during the course of employment, will be replaced within 30 days.

Section 24.3: Employees in these titles are generally required to wear safety glasses during working hours.

Section 24.4: The County will provide safety work shoes to employees in the following titles during the first 60 days of employment for a sum not to exceed \$115:

Building Maintenance Workers	Custodian
Sanitarian	Custodial Workers
Senior Technicians	Work Experience Crew Leader
Technicians	Highway Employees per 321c

These employees are required to wear safety work shoes during working hours. Employees shall be entitled to have shoes replaced annually in October for a sum not to exceed \$115.

ARTICLE 25
EMERGENCY SITUATION

Section 25.1: In the event the County declares an emergency requiring the closing of County facilities due to storm or any uncontrollable situation, the County shall endeavor to use radio and television stations in the area to announce the closing.

Section 25.2: All overtime work shall be subject to Article 13 of this Agreement.

Section 25.3: All employees shall be compensated at their regular rate of pay regardless of whether they report for work or not.

Section 25.4: Those employees, who do report for work when an emergency situation has been declared, shall be compensated with compensatory time off for all hours worked during their regularly scheduled work day.

ARTICLE 26 **TUITION REIMBURSEMENT**

Section 26.1: Employees may make application to the Department Head to take courses, outside of working hours, which are related to the employee's position with the County. If the Orleans County Personnel Officer approves such course(s), upon the successful completion of the course(s) of study, the employee shall make application to the Orleans County Personnel Officer to have their tuition costs reimbursed by the County. Reimbursement will be in accordance with the County's current tuition reimbursement policy, which shall remain unchanged during the life of this agreement, except that the annual allowance shall be increased to \$225.

ARTICLE 27 **PAY PERIOD**

Section 27.1: The payroll week shall consist of seven days beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the payday. Every effort shall be made to pay the second and third shifts a day previous to the first shift employees. Each employee must maintain a direct deposit account in which the County will deposit the employee's wages. Payroll checks will be used only in emergency situations and only for short durations. (Accessibility issues will be agreed to at a Labor Management Meeting prior to implementation.)

Section 27.2: A department head shall not unreasonably deny an employee's request to receive their paycheck in a sealed envelope.

ARTICLE 28 **MEDICAL COVERAGE**

Section 28.1.1: The County will provide fully paid medical coverage for full time employees with three (3) years of service hired before February 1, 2003.

Employees hired after February 1, 2003 shall pay ten (10) percent of the premiums cost for health insurance following the initial three (3) year contribution as specified in Section 28.2.

Employees may select medical coverage under one of the WESTERN NEW YORK BLUE CROSS/BLUE SHIELD plans providing, Point of Service (POS) and Preferred Provider Organization (PPO) products.

Employees may select from one of the plans listed.

- A. POINT OF SERVICE (POS) – Formerly Community Blue HMO
(\$10/\$10 office visit) – Riders for Dependent 25, Student 25, Substance Abuse, Mental Health, Skilled Nursing Facility, External Prosthetics and Orthotic Application, Prescription Rider including oral Contraceptives \$5/\$15/\$35 Co-payments.

Employees may elect the Advantage Option during the transfer period, which shall be the month of December each year unless a different month is jointly agreed to by the parties of this agreement.

- B. PREFERRED PROVIDER ORGANIZATION (PPO) – Formerly Blue Choice Select
\$15/\$15 Office visit and \$5/\$15/\$35 Drug Rider

The above changes as referenced in Section 28.1.1 shall be implemented upon thirty (30) days advance notice by the Employer.

Section 28.1.2: Employees may change their health insurance option each year during the month of December, unless another period is jointly agreed upon by the parties.

Section 28.2: Full time employees hired after September 1, 1987 will be eligible for single coverage until they have completed 26 weeks of employment when they become eligible for family coverage. These employees must pay 15% of the cost of the medical coverage they receive until they have completed three (3) years of service.

Section 28.3: It shall be the employee's responsibility to initiate membership in the plan in the Personnel office. The medical plan offered by the county shall not be offered if the employee is covered by another comparable medical plan.

The County may, upon five (5) days notice to the union, require all employees who are receiving health insurance coverage to complete a health insurance questionnaire. Employees may also be required to complete this questionnaire whenever there is a change in the employee's family status.

Section 28.4 With respect to retirees, the County will provide the following benefit:

A.) Retirees may select a Medicare sponsored HMO product (example: Preferred Care Gold) and continue to have the County make the payments until benefit time is exhausted. The County will be responsible for amounts up to and including the amount equal to the premium for a single policy paid for an employee in the Orleans County Employee Plan on a prorated basis until benefit time is exhausted.

In the alternative, retirees 65 or older may opt out of the Orleans County plan altogether, choosing instead to receive payment for health insurance of their own choosing. The employee would receive an amount equal to the premium for a single policy paid for an employee in the Orleans County Employee Plan on a prorated basis until benefit time is exhausted. Benefit time is defined below in Section C. These funds can be used to purchase a Medicare sponsored Senior product as well as enhancements to drug covered or other product the retiree chooses.

If the County is using multiple carriers at the time, retirees with remaining benefit time will be eligible for the amount equal to the average price of single policy premiums offered by the County.

Exceptions:

i.) If a retiree turns 65 and has a spouse (only) remaining eligible for the Orleans County plan (under 65), who is not yet Medicare eligible, then the spouse would be eligible to remain in the Orleans County plan until age 65 and the employee would migrate to a Medicare sponsored HMO plan provided they don't opt out as described above.

When the eligible spouse reaches age 65, the retiree (provided they have remaining benefit time) will be allowed to choose to either switch the spouse to a Medicare sponsored HMO product or opt out of the plan altogether as described in Section 1. Again, the County will only be responsible for amounts up to and including the amount equal to the premium for a single policy paid for an employee in the Orleans County Employee Plan on a prorated basis until benefit time is exhausted.

If a retiree with remaining benefit time has an eligible spouse that turns 65 before the retiree, the retiree would remain in the Orleans County Employee plan until age 65 (or exhaustion of benefit time) and the County will provide coverage for the eligible spouse under a Medicare sponsored HMO plan. The County will only be responsible for coverage on the spouse for amounts up to and including the amount equal to the premium for a Medicare sponsored Senior HMO product without enhancement (example: Preferred Care Gold).

ii.) If a retiree turns 65 and has a spouse and dependent children remaining eligible for the Orleans County plan (under 65), who are not yet Medicare eligible, then the retiree and dependent children would remain on family coverage for the duration of the time that the employee remains eligible to receive benefit time.

Once per year the County will sponsor an informational session for employees nearing retirement and eligible retirees to explore Medicare sponsored HMO options. The County will approach vendors from various carriers providing offerings in the County. The employees and retirees will have sole responsibility to make the choices of what vendor they eventually use.

B.) Retirees that are under 65 can choose to opt out of the County Plan as well. Retirees choosing this option will be eligible to receive a cash amount equal to the premium for a single policy paid for an employee in the Orleans County employee Plan on a prorated basis until benefit time is exhausted. However, sick bank benefit time will be figured at 8 days per month under this option.

C.) Benefit time for medical coverage is calculated in the following fashion. Employees of the County who have completed ten (10) years of continuous service and who are fifty-five (55) years of age or older immediately preceding date of retirement will receive one (1) month of fully-paid medical coverage for every four (4) days of accumulated sick leave, which is in the employee's sick leave bank upon retirement, except those retirees selecting the option set forth in section (B). The Medical Plan offered to County paid medical eligible retirees who retire will be the same as the plan in which the retiree was enrolled while an employee pursuant to 28.1.1. Retirees who are over age 65 and Medicare eligible, shall be entitled to the same plan coverage that they were enrolled in at the time of retirement to the extent allowed by the plan. If both spouses are employed by the County,

both sick leave banks shall be utilized for the purpose of providing health insurance coverage as specified within. The spouse with the lesser sick leave bank amount shall be credited at the rate of fifty (50) percent for all of their sick leave accruals.

Section 28.5: Employees who are not eligible for County paid medical insurance coverage may participate, through payroll deduction, in the County health insurance plan at the employee's own expense.

Section 28.6: The County agrees to maintain an Internal Revenue Service Section 125 Plan, also known as a Flexible Spending Account.

Section 28.7: Employees will be responsible for the cost of health insurance for the period they are off the payroll whenever they are off the payroll in excess of fifty percent (50%) of the working days for that month.

ARTICLE 29

SUB-CONTRACTING

Section 29.1: The County agrees to negotiate with the Union prior to the entry into a contract or subcontract which will provide for work and/or services regularly performed by employees covered by this agreement; if and only if; such contract or subcontract will by itself directly result in the loss of jobs by the employees covered by this agreement.

ARTICLE 30

RATES FOR NEW JOBS

Section 30.1: When a new job is placed in a unit and cannot be properly placed in an existing classification, the employer or his representative will notify the Union prior to establishing a classification and rate structure. In the event that the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 31

PLEDGE AGAINST DISCRIMINATION

Section 31.1: All reference to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 32

UNIFORM AND TRAVEL ALLOWANCE

Section 32.1:

(a) The County will provide uniforms to eligible employees at an annual cost not to exceed \$210 to employees in the following classifications:

Cleaners	Food Service Helpers
Custodial Workers	Bakers
C.N.A.	Registered Nurses - LPN
Cooks	Public Health Nurses
Laundry Workers	Senior Laundry Workers
LPN/Health Department	Home Health Aide

Employees will select uniforms from a vendor jointly chosen by the County and the Union. Each employee who has selected at least five uniforms shall be paid the difference (if any) between the cost of the uniform and annual allocation.

Uniform selections will be made in February. Payment for the difference (if any) between the cost of the uniforms and the annual allocation will be made to the employee in March.

(b) Employees in the following classifications shall be entitled to a uniform allowance of \$210 to be paid in February:

Custodians
Maintenance Helpers
Building Maintenance Workers
Work Experience Crew Leader

(c) The County will provide and maintain uniforms for employees in the following Highway Department titles:

Highway Maintenance Worker	Auto Mechanic
Working Supervisor	Motor Equipment Operator
M.E.O. Lead Person	

Employees in these titles shall also receive an annual safety shoe and clothing allowance of \$210.

(d) Employees hired after the uniforms are provided or the uniform allowance is paid, shall receive a prorated allowance.

(e) The conditions under which part time employees shall receive a uniform allowance are set forth in Article 41, Section 41.2.

Section 32.2: An employee shall be compensated for authorized mileage traveled in his own vehicle on County business at the rate of one cent per mile less than the IRS rate in effect for that calendar year. Once each contract year, the Union or the County with thirty (30) days notice to either party, can request to reopen negotiations for the sole purpose of negotiating an increase in the mileage of reimbursement paid to employees, provided that mileage reimbursement has not increased in that contract year.

Section 32.3: All required annual physicals will be provided or paid for by the County.

ARTICLE 33

PAST PRACTICE CLAUSE

Section 33.1: The employer agrees to make no change in past practice relative to work rules or in the work rules themselves without prior consultation between the employer and two (2) representatives of the Union. Such representatives of the Union shall be designated by the Union to consult with the employer in regard to such proposed changes. Such consultation shall take place within two (2) working days of the request for consultation delivered in writing to the Union

president or other local officer. The two (2) working day period stated herein may be extended by mutual agreement of the parties.

Section 33.2: If by legislation or by Agreement between the parties to this contract, any provision is amended or found illegal, then that provision or past practice will be considered null and void.

ARTICLE 34 **CIVIL SERVICE LAW**

Section 34.1: It is hereby understood and agreed that this Agreement, and each and every part thereof, is subject to the provisions of New York State Civil Service Law and any rules, regulations, provisions, ordinances, resolutions, or actions of any kind or nature of this State or Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the law as if such law were a specific amendment to this agreement. The application of the law to this Agreement which results in any change shall in no way give rise to any right by either party to negotiate any part or all of this Agreement.

ARTICLE 35 **STANDBY PAY**

Section 35.1: Each employee covered under this contract shall be paid twenty-four (\$24.00) dollars for each regular work day and twenty-eight (\$28.00) dollars for each weekend day he is on standby status. Standby status on a work day shall begin with the termination of the workday of the affected employee and continue until the start of his next succeeding work day. A regular work day for the purpose of this Article shall be defined as each day between Monday and Friday or other five (5) consecutive work day periods within a work week. The interval between work days shall not exceed sixteen (16) hours. Any period of time greater than sixteen (16) hours shall be considered to be weekend standby status. If the interval between work days should exceed sixteen (16) hours, the employee shall be paid in accordance with the pay guidelines set forth above for weekend standby.

A weekend day for the purpose of this Article shall be comprised of Saturday and/or Sunday or the sixth (6th) and seventh (7th) day of the work week of the employee. Weekend standby status of an employee shall begin at the otherwise normal starting time of the employee and terminate twenty four (24) hours later. For example, an employee in the Department of Social Services, who is assigned standby duty on Saturday would begin his work day at 9:00 a.m. on Saturday and terminate his obligation on Sunday at 9:00 a.m. Any employee who performs his duties during any standby status period shall be paid time and one half (1 ½) for the time actually worked.

ARTICLE 36 **ASSUMPTION OF DUTIES BY SUPERVISORS**

Section 36.1: Supervisory personnel shall not assume all of the duties of an employee under his supervision for the purpose of abolishing that position.

ARTICLE 37
CLASSIFICATION AND WAGES

CHANGE Sections 37.1, 37.2 and 37.3 to read as follows:

Section 37.1: Salary Schedule Effective January 1, 2006 the salary schedule for all grades and steps will increase by 3% and any employee due an increment will receive one.

Section 37.2: Effective January 1, 2007 the salary schedule for all grades and steps will increase by 3% and any employee due an increment will receive one.

Section 37.3: Effective January 1, 2008 the salary schedule for all grades and steps will increase by 3% and any employee due an increment will receive one.

Section 37.4: Effective January 1, 2003 the existing highway salary schedule will be incorporated into the CSEA agreement and increased in accordance with the preceding schedule.

Section 37.5: Longevity All employees with 15, 20, or 25, 30 or 35 continuous years of service as of January 1 of any year, will have longevity as follows added to their salary:

<u>Years of Service</u>	<u>Amount Added</u>
15	\$ 375
20	\$ 750
25	\$1,075
30	\$1,400
35	\$1,725

Section 37.6: Increment Steps

If an employee's performance is satisfactory in the determination of the Department Head, the employee will receive an increment. However, if the employee's performance is not acceptable and said employee does not receive an increment, the department head must notify the employee on or before October 1.

Said employee may request a meeting with the department head relative to the decision, and if the employee is not satisfied with the department head's decision after this meeting, the employee may elect to appeal this decision, to the County Legislature and the Personnel Office. The Director of Personnel and Self Insurance decision will be final and binding on the parties.

Section 37.7: New Employees

(a) All full time, permanent or provisional employees hired prior to July 1, shall be eligible for an increment in the following year.

(b) All full time, part time, permanent or provisional employees hired prior to July 1 shall be eligible to move from the hiring rate to step one of the regular salary schedule on January 1 of the following year.

(c) A department may hire a new employee with demonstrated experience and ability in Step 1, with prior written approval from the Personnel Office. A copy of such approval must be sent to the union.

Section 37.8: Promoted Employees

If an employee is promoted, the employee will be placed at a step in the new grade which represents an increase in pay that is equal to, at least, one half of the monies which would have been generated if the employee had been placed on the step in the new grade that, on the date of promotion, he or she had achieved in the grade from which he or she is being promoted; provided, however, that each employee who is promoted shall receive a minimum increase in pay of not less than two hundred (\$200) dollars.

When a Licensed Practical Nurse is promoted to the position of Charge L.P.N., he/she will be paid at their current step in the salary grade of a Charge L.P.N.

Section 37.9: Demoted Employees

If an employee is demoted, he shall be placed in the appropriate grade at a step which reflects his total years of service.

ARTICLE 38

LABOR MANAGEMENT COMMITTEE

Section 38.1: Notification

The purpose of the Labor Management Committee is to encourage harmonious relations between the County and the Union. The committee will meet on items that are outside the contractual terms and conditions of the contract. No discussion of written grievances will take place at Labor Management Committee meetings, unless there are a number of grievances on an issue, then that issue may be discussed.

The committee shall be composed of three County representatives selected by the Chairman of the Legislature and three representatives selected by the Union President, and may include the CSEA field representative.

Collective bargaining issues will be left for the forum, and either side may object to their introduction at the Labor Management Committee meeting. Discussions within the Labor Management Committee will be kept within the Committee until the parties are ready to share them with others. In no way will Labor Management Committee discussions be used by either side against the other in grievances, arbitrations, contract negotiations, etc.

The Labor Management Committee will meet at least four times a year or upon request of either party, with a formal request in writing. Upon due notification, the parties shall arrange a time and place mutually convenient, and shall present at that time items to be placed on the agenda for discussion.

The parties will try to set the agenda for the next meeting at the conclusion of each meeting. However, the agenda will remain flexible with additional items to be added upon adequate notice to the proposing party. Minutes from the previous meeting will be discussed at the next meeting and approved before they are distributed to the Committee at the following meeting. Minutes will be taken alternately by each side.

Chairperson to alternate between the Chairman of the Legislature or his designee and the Union President from meeting to meeting. Additional ground rules may be adopted, modified, or eliminated as agreed upon by the Labor Management Committee.

ARTICLE 39

PERSONNEL FILES

Section 39.1: No material related to an employee's conduct, performance, character or personality, which is derogatory in nature, should be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with the contents. The employee shall receive a copy of such material upon request.

Section 39.2: An employee shall have an opportunity to review his personnel file in the presence of an appropriate county official of the department upon five (5) days written notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

Section 39.3: Any report of an adverse nature which is five (5) or more years old shall upon written request of the employee be removed from the personnel file and place in a sealed envelope, and may be opened only after reasonable notification to the employee, and only for purposes of defense by either the employee or the County in a legal or administrative proceeding. The employee shall have the opportunity to be present at the time the sealed file is opened which shall be stored in the County Personnel Office.

ARTICLE 40

TRAINING OR CONFERENCE ATTENDANCE

Section 40.1: The County agrees to award available opportunities for training or conference attendance on a fair and equitable basis among qualified employees within a department. All employees must request, in writing, to the Department Head for approval of Training and Conference Attendance.

Section 40.2: When an employee is authorized to attend an out-of-county conference or meeting, they shall be entitled to reimbursement for meals without receipt provided the meal cost is not included in any registration fee or other fee paid by the county.

This amount of reimbursement will be based on the amount of time the employee is away from the county as follows:

Qualifier: Employee is away for at least four hours including the hour between:

7 a.m. to 8 a.m.	Breakfast	\$ 5.00
12 noon to 1 p.m.	Lunch	\$ 8.00
6 p.m. to 7 p.m.	Dinner	\$19.00

Employee is away for at least 11 hours including the hours between:

7 a.m. and 6 p.m.	Daily	\$32.00
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ARTICLE 41

PART TIME EMPLOYEES

Section 41.1: All part time employees shall be excluded from Article 11 (Transfers), Article 13 (Overtime), Article 14 (Hours of Work) except 14.6 Shift Differential, Article 16 (Annual Leave), Article 21 (Bereavement Leave), Article 23 (Leave of Absence Without Pay), Article 25 (Emergency Situation), except Section 25.4 shall apply, Article 28 (Medical Coverage), Article 35 (Standby Pay) and Article 37 (Wages) except as set forth in Section 41.5 below.

Section 41.2: Part time employees covered under this contract who are regularly employed more than one half (1/2) of the hours of work of a full time employee with the same title shall be entitled to the following prorated benefits on the basis of his or her average daily hours of work:

- (a) Holiday(s) as set forth in Article 15;
- (b) Sick leave as set forth in Article 18;
- (c) Annual leave as set forth in Article 16;
- (d) Uniform allowance as set forth in Article 32

Section 41.3: Part time employees shall earn benefits annually on a prorated basis computed as follows: Actual hours worked or compensated for by a part time employee divided by regular hours worked or compensated for by a full time employee in the same title in that department. Review of actual hours shall be completed by January 15 each year. Actual year hours shall be taken from the county's year-end payroll register.

Section 41.4: All part time employees shall be excluded from Article 11 (Transfers), Article 13 (Overtime), Article 14 (Hours of Work) except 14.6 shift differential, Article 16 (Annual Leave), Article 21 (Bereavement Leave), Article 23 (Leave of Absence Without Pay), Article 25 (Emergency Situation), except Section 25.4 shall apply, Article 28 (Medical Coverage), Article 35 (Standby Pay) and Article 37 (Wages) except as set forth in Section 41.5 below.

Section 41.5: All part time employees shall be paid at the hiring rate of the grade in which their title has been placed.

Retired Registered Nurses' (Public Health), (Nursing), (In Charge), who return to part-time employment in the same job title, shall be paid at the same salary step they were paid at the time of retirement.

Exceptions: Employees hired prior to 1-1-87 shall be entitled to annual increments.

Part time L.P.N. shall be entitled to an increment whenever they have worked or been compensated for 2,080 hours.

Section 41.6: If a part time employee becomes a full time employee, the part time employee shall receive service credit for his or her part time service on the basis of the actual hours of work accrued by the affected employee during his or her tenure as a part time employee. For example, if a part time employee accrues 5,200 hours during a five (5) year period working in a title which provides that a full time employee work 2,080 hours or 10,400 hours during the aforementioned period, the part time employee would receive two and one half (2 ½) years of full time credit. With the exception of employees of the County Nursing Home, this credit would be used to place the employee in the proper step on the salary schedule. County Nursing Home employees would remain on the step that they had achieved as a part time employee, and would advance each year thereafter, in

accordance with the terms of the contract. The credited years of service would also be used to provide vacation and other leave benefits as well as other terms and conditions of employment, which use years of service as a basis for achieving the terms and conditions of employment.

ARTICLE 42

EMBODIMENT OF AGREEMENT

Section 42.1: This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining. Any prior commitment or Agreement between the employer and the Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 43

SAVINGS CLAUSE

Section 43.1: If any clause or provision of this Agreement is determined to be illegal, unenforceable or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof.

If any clause or provision of this Agreement is determined to be illegal, unenforceable or null and void by any tribunal of competent jurisdiction, the parties to this Agreement shall meet within ten (10) working days from the date the clause or provision is declared illegal, unenforceable or null and void to negotiate a satisfactory replacement for such clause or provision.

ARTICLE 44

TERMINATION AND MODIFICATION

Section 44.1: This Agreement shall be effective as of the first day of January 2006 and continue in full force and effect until the 31st day of December 2008.

Section 44.2: If either party desires to terminate this Agreement, it shall, one hundred eighty (180) days prior to the termination date, give written notice of termination. If neither party shall give notice to amend or modify, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party one hundred eighty (180) days prior to the current year's termination date.

Section 44.3: Notice of termination or modification notice shall be in writing, and shall be sufficient if sent by certified mail, addressed, and if to the Union, to the Local Unit Secretary and the Regional CSEA Field Representative and to the employer or to any such address as the Union or the Employer may make available to each other. During negotiations all benefits will remain in effect.

ARTICLE 45

LEGISLATURE APPROVAL

Pursuant to the provisions of Section 204a of the Civil Service Law of the State of New York, "It is agreed by and between the parties that any provision of this agreement requiring legislative

action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval”.

ARTICLE 46

REASONABLE SUSPICION DRUG & ALCOHOL TESTING PROCEDURE

ADD a new Section VI to Article 46 which Section VI shall read as follows:

I. Purpose

The purpose of this provision is to establish a procedure for drug and alcohol testing of employees represented by the Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO, Orleans County Employees' Unit.

II. Policy Statement

The use of illegal or controlled substances by an employee adversely affects the County's ability to provide services to the people of Orleans County and is prohibited. In order to identify possible illegal controlled substance usage, procedures to test for the use of illegal or controlled substances shall be established.

The Employer recognizes that the use of illegal controlled substances causes problems which may have a far reaching negative effect on the health, well-being and productivity of the workforce. It was with problems such as these in mind that the County established its Employee Assistance Program. The County fully supports the Employee Assistance Program and encourages employees who are using illegal controlled substances to seek the confidential services of the Employee Assistance Program at their workplace.

Notwithstanding any other provision of this article, the Chief Administrative Officer (CAO) may order an employee to attend an EAP evaluation and to participate in any treatment plan recommended by such evaluation. In such cases, the Employer shall be responsible for all costs of the EAP evaluation and any subsequent treatment recommended as a result of the evaluation. The employee shall not lose any pay or benefits, nor be required to utilize any leave credits, while attending such EAP evaluation or treatment program. If the evaluation or treatment cannot be scheduled during the employee's work hours, he/she shall receive overtime compensation for time spent undergoing the evaluation and treatment plus reasonable travel time to and from the evaluation site. When an order is issued in accordance with this provision, the employee may be required to authorize the EAP provider to notify the Chief Administrative Officer that the employee has attended the evaluation and that the employee is participating in or has completed a recommended treatment program. The CAO shall not be entitled to know the results of the evaluation, nor shall he/she be entitled to know the course of treatment.

Information concerning the use of illegal or controlled substances revealed to EAP representatives by an employee cannot be revealed to the Employer or used against the employee for any purpose.

III. Application

A. An employee of the County may be ordered to submit to testing to determine the presence of illegal or controlled substances if reasonable suspicion exists that such employee is using or under the influence of an illegal or controlled substance. An employee of the County who refuses to submit to testing may be subject to suspension and disciplinary charges.

B. In determining whether to order a test, the County must balance an employee's reasonable expectations of privacy from unreasonable intrusions against the Department's interest in assuring the integrity and fitness of its employees and its ability to provide services.

C. The order must be justified by reasonable suspicion that the employee is engaging in the use, distribution, or sale of illegal or controlled substances either on or off duty.

D. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague, unparticularized, unspecified, or rudimentary hunches or intuitive feelings do not meet the standard.

E. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

F. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal or controlled substances such as, but not limited to; slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; or information provided by reliable and credible sources.

G. The County will not test solely on the information of an anonymous sources unless the information is corroborated by reliable and credible sources or objective evidence.

H. Where a decision is made to test, the employee will be given a direct order to submit to the test.

I. If an employee requested EAP assistance for his/her abuse of an illegal or controlled substance prior to any incident leading independently to the determination of the existence of reasonable suspicion of use of an illegal or controlled substance, or prior to the employee's arrest for use, possession or distribution of an illegal or controlled substance, and such employee is following the EAP program, that employee will not be subject to drug testing under this policy for such prior use, but this policy will apply with full force to any subsequent incident where reasonable suspicion is found.

J. An employee will be entitled to representation by a union representative or attorney during all phases of the process and shall be notified of such right prior to any interview or testing.

IV. Procedure

A. Whenever a supervisor reasonably suspects, based on his or her own observations, that an employee has reported for duty in an impaired condition due to the use of an illegal or controlled substance, such information should immediately be communicated to the Department Head. Such communication should be made as confidentially as possible.

B. The CAO or his designee will investigate, or will assign a supervisor of a higher rank than the suspected employee to act as an investigator to conduct an investigation of the allegation. The purpose of the investigation is to determine if the available facts objectively indicate that reasonable suspicion exists to order a test. If the allegation is based on someone's observation of the suspected employee, the CAO or designated investigator must personally observe the suspected employee. If there is any reason to believe the suspected employee is distributing illegal or controlled substances, the fact shall be immediately communicated to the CAO. The investigation should be conducted with a degree of discretion that will insure, as much as possible, the dignity and privacy of the employee. There shall be no public disclosure regarding the investigation or its results unless the employee is charged with a crime relating to use, possession or sale of controlled substances.

C. When the CAO or designee believes the available facts objectively indicate that reasonable suspicion exists that the test of the employee would yield a positive result for the presence of an illegal or controlled substance, or its metabolites, documentation of such facts shall be maintained, and copies of such documentation shall be provided to the employee or his/her representative as soon

as possible. The investigator shall complete Sections I and II of Request for Drug Testing of Employee (Attachment A). In completing Section II, the investigator shall accurately document the objective facts contributing to and forming the basis for the reasonable suspicion. These facts must include a description of the employee's appearance and demeanor, the observations of witnesses, and the nature and source of the information. A copy of the completed Request for Drug Testing of Employee shall immediately be provided to the employee or his/her representative.

D. The CAO or designee shall communicate all such information to the County Attorney or his designee for a determination that facts required to establish reasonable suspicion are present and have been properly documented. A written record of the specific information provided to the County Attorney shall be provided to the employee or his/her representative as soon as possible.

E. If the County Attorney determines that reasonable suspicion does not exist to order testing, no testing shall occur and all materials related to the matter including, but not limited to, notes, forms and other documentation, shall be placed in a sealed file, which file shall only be opened upon order of a court of competent jurisdiction. Prior to sealing the file, the Employer shall ensure that the employee or his/her representative has been provided a copy of each item in the file. The County shall not retain other copies, and no references to the incident may be made in any subsequent disciplinary case or for any other purpose. If the County Attorney believes that reasonable suspicion exists, the County Attorney's name shall be included in the documentation, and the testing procedures below shall be followed. A copy of the documentation shall immediately be provided to the employee or his/her representative.

F. An employee of the County ordered to submit to testing shall be advised that he or she has a continuing right to consult with counsel or a union representative, and, the employee shall be afforded an opportunity, if he or she requests, to consult with counsel or a union representative provided that counsel or union representative responds without undue delay. Reasonable efforts to assist the employee in contacting a union representative, or counsel, of the employee desires, shall be made.

G. The employee shall be given copies of all documentation used to establish reasonable suspicion.

H. The CAO or designee shall order the employee to proceed to a designated testing facility, agreed to by the Employer and the Union, for testing. The employee shall be escorted by a supervisor. Where possible, the supervisor shall be of the same gender as the person to be tested. Specimen collection shall occur in a private setting free of any substances, which may be used to contaminate the specimen. The escorting supervisor will not be required to observe urination except in emergencies where no other means are possible to insure the integrity of the sample. When visual observation is necessary, the observer will be of the same gender as the employee. If the employee is unable to provide a specimen when requested, he/she will be given a reasonable time period considering all relevant circumstances to provide the sample. The employee shall be paid for all of his or her time including overtime where applicable. Upon receipt of the sample from the employee, an authorized employee of the testing facility shall place approximately equal amounts of the sample into three separate, sterile containers and seal them, marking the date and time the sample was taken on the container. The containers shall not bear the employee's name or any other marking that would serve to identify the individual. The Employer shall retain two of the containers and the third will be immediately given to the employee. The Employer will maintain secure custody of the two specimen containers in such a way so that they can be later tested for the presence of illegal or controlled substances. Chain of custody documentation for each specimen shall be maintained from receipt to destruction. The employee and/or representative shall be permitted to be present to observe the distribution, sealing and tagging of the specimen containers.

I. Throughout all aspects of these procedures, including transportation and the obtaining of the sample, every effort must be made to insure the dignity and privacy of the employee. All possible

efforts shall be made to avoid public attention, and these procedures shall be carried out as discreetly as possible.

J. The first specimen container will undergo laboratory testing by gas chromatography with mass spectrometry or an equivalent scientifically accepted method that provides quantitative data about the detected drug or drug metabolites. Only a laboratory licensed pursuant to section five hundred seventy-five of the Public Health Law shall be used to analyze and report on samples. Any positive result of said test will be retested for verification by a confirming test conducted by the laboratory testing the first sample. The confirming test will also be gas chromatography with mass spectrometry or an equivalent scientifically accepted method. If the results of the confirming test of the original specimen are positive, the employee shall immediately be provided a copy of the laboratory report, and will have the right, within ten (10) business days of the employee's receipt of the laboratory report, to have the second specimen tested by a licensed laboratory of his or her choice by gas chromatography, with mass spectrometry or an equivalent scientifically accepted method at County expense. A copy of the lab report of such test will be provided simultaneously to the employee and Employer.

K. If the test of the second specimen is positive, (or if the employee does not exercise his right to have the second specimen tested where the confirming test of the first sample has been positive) the employee will be notified and will be given the opportunity to present evidence and/or information that the positive test resulted from prescribed or over the counter drugs or that special circumstances may have affected the test results. The employee will be required to sign a release of information in the event that a physician must be contacted for clarification or verification.

L. If the results any of the tests conducted above are negative, all materials related to the matter including, but not limited to, notes, forms and other documentation, shall be placed in a sealed file, which file shall only be opened upon order of a court of competent jurisdiction. Prior to sealing the file, the Employer shall ensure that the employee or his/her representative has been provided a copy of each item in the file. The County shall not retain other copies, and no references to the incident may be made in any subsequent disciplinary case or for any other purpose. If any of the tests are negative, the employee shall receive a stipend of two hundred dollars (\$200) as compensation for the employee's inconvenience.

If both confirming tests are positive, or if the first confirming test is positive and the employee waives the right to request a second confirming test, the employee may be suspended by the County for a period not to exceed thirty (30) calendar days pending disciplinary charges, provided such suspension is appropriate under the applicable collectively negotiated agreement, and law, rule or regulation.

V. General Provisions

A. An employee's refusal to submit to ordered testing or his or her refusal to cooperate in all aspects of the testing procedures shall be communicated to the CAO or designee and may subject the employee to suspension and severe disciplinary charges, as appropriate, under the applicable collectively negotiated agreement, and law, rule or regulation.

B. At the conclusion of the testing procedures, the employee may be suspended if the facts independent of the test results justify the actions and constitute a basis under the applicable collective bargaining agreement or law. In a case where an employee is judged too impaired or emotional to continue work, he or she is to be assisted with making arrangements for transport home. If the CAO, designee, or any supervisor involved in the investigation is of the opinion that the employee is too impaired or emotional to safely operate a motor vehicle, the employee shall not be permitted to operate a vehicle. He/she shall be assisted in obtaining transportation and, if necessary, will be driven home. In the event that the provisions of this section are implemented, the employee shall suffer no

loss of pay or benefits as a result. If the provisions of this section are implemented, such implementation shall not be admissible in any disciplinary or criminal proceeding.

C. When written reports of laboratory tests are received by the CAO or designee, a copy shall be forwarded to the employee who was tested and an additional copy forwarded to the County Attorney.

D. Each test ordered under this policy shall be reviewed by the County Attorney's Office to insure compliance with all applicable procedures. If the County Attorney determines that there was not compliance with all applicable procedures, all materials related to the matter including, but not limited to, notes, forms and other documentation, shall be placed in a sealed file, which file shall only be opened upon order of a court of competent jurisdiction. Prior to sealing the file, the Employer shall ensure that the employee or his/her representative has been provided a copy of each item in the file. The County shall not retain other copies, and no references to the incident may be made in any subsequent disciplinary case or for any other purpose.

E. Where any provision of this policy is determined to be in conflict with the applicable collective bargaining agreement or law, statute, rule or regulation, including Civil Service Law Section 72 and Section 75, said collective bargaining agreement, law statute, rule or regulation will control. It is not the intent of this policy to abridge any rights an employee may have under applicable collective bargaining agreements, laws, statutes, or rules or regulations.

F. If, as a result of the investigation, the CAO or designee believes that just cause for discipline, as defined in the applicable collective bargaining agreement is established, discipline may be imposed in accordance with the collective bargaining agreement. Time in service and prior offenses or lack thereof may be considered in determining appropriate penalties. The employee shall be entitled to appeal any disciplinary action as provided by the collective bargaining agreement.

G. Records concerning positive tests will be maintained confidentially in the personnel files, unless otherwise provided in this policy.

H. An employee who claims to have been tested under this policy without reasonable suspicion can assert such claim as a defense in any disciplinary proceeding brought against him/her. If the arbitrator or other controlling authority in the disciplinary proceeding determines that reasonable suspicion for drug testing did not exist, the Employer shall be prohibited from introducing test results in the disciplinary proceeding. If there is a finding that just cause for discipline did not exist, all materials related to the matter including, but not limited to, notes, forms and other documentation, shall be placed in a sealed file, which file shall only be opened upon order of a court of competent jurisdiction. Prior to sealing the file, the Employer shall ensure that the employee or his/her representative has been provided a copy of each item in the file. The County shall not retain other copies, and no references to the incident may be made in any subsequent disciplinary case or for any other purpose. Nothing in this policy shall be construed to deprive an employee of any other appropriate defenses or arguments in a disciplinary arbitration.

I. If the testing or re-testing of either of the samples retained by the Employer yields a negative result, the employee shall be reimbursed for all documented costs incurred as a result of independent testing of the sample retained by the employee.

VI. Alcohol Testing Procedure

An employee will be sent for a reasonable suspicion alcohol test if the employee appears to be under the influence of alcohol or otherwise appears to be impaired as a result of alcohol use. The employer's determination shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech and/or odor.

For purposes of this section, an employee with blood alcohol content above .04 or 1% shall be considered under the influence of alcohol.

The County will ensure that all alcohol testing is conducted in a method and manner to ensure the integrity of the process. This includes, among other things, a careful check to ensure the correct identity of each employee at the time of testing; a chain-of-custody procedure to ensure that the employee's specimen is not tampered with; the use of a trained testing technician and approved testing devices for conducting alcohol tests; the confirmation of an initial positive breath alcohol screen by a second blood analysis, and careful record retention.

No employee shall refuse to submit to an alcohol test. Refusal means that the employee (1) fails to provide adequate breath for alcohol testing without a valid medical explanation, (2) engages in conduct that clearly obstructs the testing process, or (3) otherwise refuses to participate in required testing. Violation will result in the employee being immediately prevented from beginning work or continuing work. Additionally any such violation will be deemed insubordination.

Alcohol tests and related records of employees are confidential and will not be released without proper authorization or as required by law or regulation. Any employee may request a copy of his or her test records.

In cases of a first positive test for alcohol, the employee will be referred to a Substance Abuse Professional, selected by the County. If it is determined that treatment is advisable, the employee may voluntarily enter a program, which is acceptable to both the employee and the County. If the agency or person providing treatment recommends that the employee be kept off active duty, the employee will be entitled to use contractual leave credits while participating in the program. If the employee will continue to receive employee health benefits in accordance with the collective bargaining agreement during such leave. The employee shall be responsible for submitting payment for the employee's portion of the premium. If the employee successfully completes the program and is found fit to report for a remain on duty, he/she will not be disciplined. Upon return to duty, the employee may be required to submit to random testing for alcohol for a period of six months from the date of return to duty..

If it is determined that treatment is advisable, and the employee refuses to participate in treatment, the employee may be disciplined in accordance with the collective bargaining agreement.

If, after a positive test and evaluation by the Employer's Professional, it is determined that no treatment is required, the employee may be disciplined in accordance with the collective bargaining agreement. The discipline for a first positive test for alcohol shall not exceed suspension without pay for a period of four days.

Subsequent positive tests may lead to progressive disciplinary action in accordance with the collective bargaining agreement.

Employees will not be ordered to work outside his or her regularly scheduled hours, and without notice, if the employee believes he/she may be impaired by alcohol. In such case, the employee will not be required to work and will not be penalized.

ARTICLE 47
DEFENSE AND INDEMNIFICATION

Defense: The County shall pay reasonable and necessary attorney's fees, disbursements and litigation expenses prevailing in the local legal community incurred by the employee in his defense in a criminal proceeding in a state or federal court arising out of any act or omission that has occurred, or allegedly occurred, while the employee was acting, or in good faith, purporting to act, within the scope of his public employment. The employee in such instances shall be entitled to private counsel of his own choice, except that the County Attorney may require that appropriate groups of employees be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of the employee or the dismissal of all criminal charges against the employee. The attorney shall submit attorney's fees, disbursements and litigation expenses within sixty (60) days after acquittal or dismissal to the County Attorney in the manner and form required by him and shall be reviewed and approved by him prior to payment.

The County shall provide for a defense of an employee in any civil action in any state or federal court or administrative agency arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. This duty to provide for a defense shall not rise if such civil action or proceeding is brought by or on behalf of the County.

The employee shall be entitled to be represented by private counsel when the County Attorney determines, or when a Court of competent jurisdiction determines, that a conflict of interest exists. Reasonable and necessary attorney's fees, disbursements and expenses prevailing in the local legal community, shall be submitted properly each month in a manner and form required by the County Attorney and shall be paid every thirty (30) days during the pendency of the action. The County Attorney may require that appropriate groups of such employees be represented by the same counsel.

Disputes under this Article concerning whether the employee was acting, or in good faith purporting to act, within the scope of his public employment shall be resolved by a Court of competent jurisdiction.

Indemnification: The County of Orleans shall indemnify and save harmless an employee in the amount of any judgment obtained against the employee in any state or federal court or administrative agency or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose, occurred while the employee was acting, or in good faith, purporting to act, within the scope of his employment. Any employee represented by private counsel shall cause to be submitted to the County Attorney for his approval, and the approval of the County Legislature, any proposed settlement, which is subject to indemnification by the County. Such approval shall not be unreasonably withheld.

Accountability: The duty to defend or indemnify and save harmless shall be conditioned upon delivery to the County Attorney of the original or a copy of any notice of claim, summons, complaint, process, notice, demand or pleading within five (5) business days after the employee is served with such document and the full cooperation of the employee in the defense of such action or proceeding. The County Attorney's office shall, upon delivery of the aforementioned document, and upon the request of the employee, issue a receipt to the employee.

An employee involved in any incident who may be the subject of litigation must cooperate with the County Attorney's office in all respects. Such employee must respond properly to letters and must appear for interviews, hearings and examinations as requested by the County Attorney's office or its retained counsel.


If such employee fails to cooperate without a justifiable excuse, the County shall be relieved of its obligation to defend and indemnify such employees.

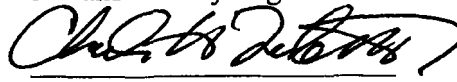
In the event that such employee is being represented by private council, any such contact with the employee must be made through such private counsel.

Upon receipt of any notice of claim and/ or summons and complaint naming the employee as party, the County shall, within five (5) business days advise the employee of the existence of such documents and provide copies to the employee upon request.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement this 23rd day of February, 2006.

COUNTY OF ORLEANS

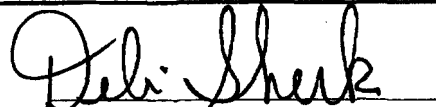

George R. Bower, Chairman
Orleans County Legislature

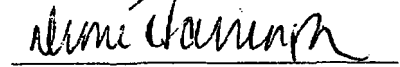

Charles Nesbitt, Jr.
Chief Administrative Officer


ORLEANS COUNTY EMPLOYEES UNIT,

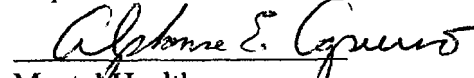
ORLEANS COUNTY LOCAL 837

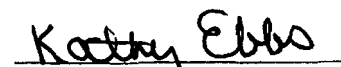
CIVIL SERVICE EMPLOYEES ASSOC., INC.

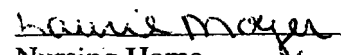

Debra Sherk, CSEA President

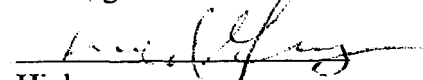

Department of Social Services



Department of Social Services


Mental Health


Nursing Home


Nursing Home


Highway


Probation


Dean Adams, CSEA, Staff Representative

ADDENDUM I
DEFINITIONS

AGREEMENT	Shall mean this collective bargaining agreement.
BUMP	Shall mean the process by which one employee takes the job of another employee other than by advancement or by order of an employer representative.
CIVIL SERVICE OFFICER	Shall mean the Orleans County Civil Service Officer.
COMPENSATORY TIME	Shall mean future equal time off from work with pay in lieu of payment for overtime, special conference, extra work time, etc. as the case may be.
COUNTY LEGISLATURE	Shall mean the Orleans County Legislature.
COUNTY	Shall mean the County of Orleans.
CSEA	Shall mean the Civil Service Employees Association, Inc.
CLASSIFICATION	Shall mean the job title or job description for a particular job or position of employment as shall be established by the Civil Service Officer pursuant to New York State and County Civil Service Laws, Rules and Regulations.
COUNTY ATTORNEY	Shall mean the Orleans County Attorney.
COUNTY TREASURER	Shall mean the Orleans County Treasurer.
CSEA REPRESENTATIVE	Shall mean the duly authorized and acting field representative of CSEA.
DAY	Shall mean a calendar day. For the purposes of this agreement, a holiday shall not be considered as a calendar day.
DEPARTMENT	Shall mean a separate and established agency, Board, Office Bureau, Administrative Unit, or division of government of the County as determined by the County Legislature or by the State, Federal or Local Law.
DEPARTMENT HEAD	Shall mean the person designated as the head of a department by the County Legislature or by State or Federal Law or regulation or by Local Law.
EMPLOYEE	Shall mean any person employed by the County of Orleans and covered by this Agreement.

EMPLOYEE, PART TIME	Shall mean an employee who generally devotes less than twenty (20) hours per week to employment with the County of Orleans. (See Article 41).
EMPLOYER	Shall mean the County of Orleans.
EMPLOYER REPRESENTATIVE	Shall mean Department Head, or his duly certified designee.
EMPLOYEES UNIT	Shall mean Orleans County Employees Unit of Orleans County Local #837 CSEA.
GRIEVANCE	Shall mean any claimed violation, improper interpretation or inequitable application of this collective bargaining agreement and related terms and conditions of this contract.
GRIEVANT	Shall mean the person or persons filing a grievance.
IMMEDIATE SUPERVISOR	Shall mean the County employee or officer of the next higher level of authority over an employee, who normally assigns and supervises the employees' work and who normally approves the time records or evaluates the work performance of the employee.
LEAVE OF ABSENCE WITHOUT PAY	Shall mean a period of approved time off for which the employee neither receives nor earns any compensation or benefits.
LEGISLATIVE CLERK	Shall mean the Clerk of the Orleans County Legislature.
LOCAL PRESIDENT CSEA.	Shall mean the President of the Orleans County Local #837, CSEA.
LOCAL	Shall mean Local #837, CSEA.
OVERTIME	Shall mean any time actually worked in excess of a normal work day or a normal work week as the case may be.
PROVISIONAL EMPLOYEE	Shall be as defined in the Civil Service Law.
SENIORITY	Shall mean the length of an employee's continuous service with the County.
SEASONAL EMPLOYEE	Shall mean a temporary employee who has been hired for a specific period of time and season.

TEMPORARY EMPLOYEE

Shall mean an employee who has been hired for a time not to exceed ninety (90) days; or who has been hired for a specific reason; or who has been hired to specifically fill the job of an employee on approved leave or vacation.

UNION

Shall mean the Orleans County Employees Unit of Orleans County Local #837, CSEA.

UNION REPRESENTATIVE
Unit,

Shall mean the President of the Orleans County Employees Orleans County Local #837, CSEA; a duly certified CSEA Attorney; a duly certified CSEA Field Representative; a duly certified officer of CSEA.

UNIT PRESIDENT

Shall mean the President of the Orleans County Employee Unit, Orleans County Local #837, CSEA, Inc.

VETERAN

Shall mean any person who has an honorable discharge from the military service of the United States, including, by way of illustration, the army, navy, air force, marines and coast guard.

CLASSIFICATION SCHEDULE

New Grade	Title	Hours
9	Account Clerk-Typist	7
12	Administrative Secretary	7
13	Aging Services Aide	7
15	Aging Services Specialist	7
15	Assistant Social Worker	7
H3	Auto Mechanic	8
H4	Auto Mechanic - Lead Person	8
4	Baker	7.5
10	Bilingual Keyboard Specialist	7
12	Building Maintenance Worker	8
15	Case Manager	7
20	Case Supervisor - Grade B	7
4	Certified Nursing Assistant	7.5
16	Caseworker	7
10	Caseworker Assistant	7
4	Chauffeur	8
11	Child Support Specialist	7
4	Cleaner	7.5
5	Clerical Aide	7
7	Clerk	7
19	Community Mental Health Nurse	7
19	Community Mental Hygiene Specialist	7
8	Community Services Worker	7
4	Cook	7.5
16	Computer Specialist	7
11	Crime Victims Advocate	8
17	Crime Victims Services Coordinator	8
2	Custodial Worker	8
6	Custodian	8
9	Data Entry Machine Operator	7
17	Domestic Violence Coordinator	7
17	Employment and Training Coordinator	7
15	Employment and Training Counselor	7
11	Employment Representative	7
20	Finance Officer	7
3	Food Service Helper	7.5
15	Fraud Investigator	7
5	Head Cleaner	8
6	Head Cook	7.5
2	Health Facility Worker	8
H1	Highway Maintenance Worker	8
6	Home Health Aide	7
11	Housing Assistance Specialist	7
2	Housekeeping Aide	P/T

New Grade	Title	Hours
9	Index Clerk	7
18	Intensive Case Manager	7
20	Juvenile Adjustment Services Coordinator	7
7	Keyboard Specialist	7
1	Laborer	8
3	Laundry Worker	7.5
14	Legal Assistant (DSS)	7
2	Leisure Time Activities Aide	8
11	Leisure Time Activities Director	7
12	Licensed Practical Nurse (Nursing)	7.5
12	Licensed Practical Nurse (Health)	7
16	Licensed Practical Nurse-in-Charge	7.5
11	Lifeline Program Assistant	7
12	Licensed Practical Nurse (Mental Health)	7
4	Maintenance Helper	8
15	Medical Social Work Assistant	7
17	Medicaid Records Technician	7
22	Mental Health Staff Counselor	7
9	Mental Health Therapy Aide	7
19	Mental Hygiene Specialist	7
H4	M.E.O. Lead Person	8
H2	Motor Equipment Operator	8
16	Network Services Manager	8
9	Motor Vehicle Application Examiner	7
16	Occupational Therapist Assistant	7
8	Outreach Worker	7
20	PHCP Coordinator	7
6	Parent Aide	7
16	Physical Therapy Assistant	7
20	Planner	7
15	Principal Account Clerk	7
13	Principal Clerk	7
20	Principal Social Welfare Examiner	7
13	Principal Stenographer	7
12	Probation Assistant	7
18	Probation Officer	7
19	Probation Officer II	7
15	Probation Officer Trainee	7
21	Probation Supervisor	7
22	Psychologist	7
19	Public Health Educator	7
21	Public Health Nurse	7
18	Public Health Sanitarian	7.5
13	Public Health Sanitarian Trainee	7.5

New Grade	Title	Hours
15	Public Health Technician	7.5
12	Public Health Technician Trainee	7.5
7	Receptionist	7
8	Receptionist-Account Clerk	7
19	Registered Nurse (Public Health)	7.5
19	Registered Nurse (Nursing)	7.5
21	Registered Nurse (In Charge)	7.5
10	Senior Account Clerk-Typist	7
17	Senior Caseworker	7
10	Senior Clerk	7
13	Senior Employment Representative	7
11	Senior Data Entry Machine Operator	7
4	Senior Laundry Worker	7.5
17	Senior Medical Social Work Assistant	7
22	Senior Planner	7
17	Senior Public Health Technician	7.5
14	Senior Social Welfare Examiner	7
17	Senior Social Work Assistant	8
11	Senior Stenographer	7
13	Senior Child Support Specialist	7
10	Senior Typist	7
13	Social Welfare Examiner	7
15	Social Work Assistant	7
22	Staff Social Worker	7
10	Stenographer	7
21	Supervising Community Mental Health Nurse	7
23	Supervising Intensive Case Manager	7
22	Supervising Public Health Nurse	7
26	Supervising Social Worker	7
18	Supportive Case Manager	7
11	Child Support Specialist	7
6	Work Experience Crew Leader	8
H5	Working Foreman	8
17	Youth Care Coordinator	7
8	Youth Care Worker	7

CSEA 2006 Wage Rates

Grade	Hiring	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$8.71	\$9.33	\$9.61	\$9.91	\$10.22	\$10.56	\$10.89	\$11.24	\$11.59
2	\$9.02	\$9.66	\$9.95	\$10.26	\$10.59	\$10.92	\$11.28	\$11.62	\$12.00
3	\$9.30	\$9.93	\$10.26	\$10.59	\$10.91	\$11.26	\$11.61	\$11.99	\$12.36
4	\$9.66	\$10.32	\$10.65	\$10.98	\$11.34	\$11.69	\$12.05	\$12.44	\$12.82
5	\$9.92	\$10.65	\$10.98	\$11.34	\$11.68	\$12.05	\$12.43	\$12.81	\$13.21
6	\$10.28	\$11.01	\$11.36	\$11.71	\$12.09	\$12.46	\$12.84	\$13.28	\$13.69
7	\$10.64	\$11.40	\$11.76	\$12.13	\$12.50	\$12.92	\$13.36	\$13.77	\$14.20
8	\$11.01	\$11.81	\$12.17	\$12.60	\$12.99	\$13.40	\$13.82	\$14.23	\$14.67
9	\$11.40	\$12.25	\$12.59	\$12.85	\$13.20	\$13.55	\$13.93	\$14.29	\$14.69
10	\$11.81	\$12.68	\$13.02	\$13.36	\$13.67	\$14.04	\$14.41	\$14.80	\$15.20
11	\$12.24	\$12.54	\$13.45	\$13.82	\$14.18	\$14.55	\$14.94	\$15.32	\$15.73
12	\$12.68	\$13.53	\$13.91	\$14.28	\$14.66	\$15.05	\$15.45	\$15.87	\$16.27
13	\$13.15	\$14.09	\$14.47	\$14.84	\$15.25	\$15.66	\$16.07	\$16.49	\$16.94
14	\$13.65	\$14.65	\$15.04	\$15.44	\$15.86	\$16.27	\$16.71	\$17.16	\$17.60
15	\$14.23	\$15.25	\$15.66	\$16.07	\$16.49	\$16.94	\$17.38	\$17.84	\$18.31
16	\$14.79	\$15.87	\$16.27	\$16.71	\$17.16	\$17.60	\$18.08	\$18.55	\$19.03
17	\$15.41	\$16.49	\$16.94	\$17.38	\$17.84	\$18.31	\$18.81	\$19.29	\$19.80
18	\$16.01	\$17.16	\$17.60	\$18.08	\$18.54	\$19.03	\$19.56	\$20.05	\$20.61
19	\$16.66	\$17.84	\$18.30	\$18.80	\$19.29	\$19.80	\$20.34	\$20.86	\$21.42
20	\$17.32	\$18.54	\$19.03	\$19.56	\$20.05	\$20.61	\$21.14	\$21.71	\$22.27
21	\$18.01	\$19.29	\$19.80	\$20.34	\$20.86	\$21.42	\$21.98	\$22.58	\$23.19
22	\$18.72	\$20.05	\$20.60	\$21.14	\$21.71	\$22.27	\$22.88	\$23.47	\$24.09
23	\$19.50	\$20.86	\$21.42	\$21.98	\$22.58	\$23.19	\$23.77	\$24.41	\$25.07
24	\$20.25	\$21.71	\$22.27	\$22.88	\$23.47	\$24.09	\$24.74	\$25.40	\$26.10
25	\$21.07	\$22.57	\$23.19	\$23.77	\$24.41	\$25.07	\$25.74	\$26.39	\$27.10
26	\$21.89	\$23.46	\$24.09	\$24.73	\$25.40	\$26.06	\$26.75	\$27.47	\$28.20

H1		\$12.99	\$13.29	\$13.67	\$14.09	\$14.60			
H2		\$14.09	\$14.60	\$15.10	\$15.67	\$16.28	\$17.00	\$17.74	\$18.51
H3		\$14.60	\$15.10	\$15.67	\$15.98	\$16.62	\$17.36	\$18.09	\$18.88
H4		\$14.62	\$15.08	\$15.60	\$16.17	\$16.79	\$17.54	\$18.31	\$19.11
H5		\$14.95	\$15.42	\$15.93	\$16.50	\$17.13	\$17.88	\$18.66	\$19.48

Longevity			Years of Service				
			15	20	25	30	35
Daily Hours	Annual Hours		\$ 375	\$ 750	\$ 1,075	\$ 1,400	\$ 1,725
7	=	1827	0.21	0.41	0.59	0.77	0.94
7.5	=	1957	0.19	0.38	0.55	0.72	0.88
8	=	2088	0.18	0.36	0.51	0.67	0.83

CSEA 2007 Wage Rates

Grade	Hiring	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$8.97	\$9.61	\$9.90	\$10.21	\$10.53	\$10.88	\$11.22	\$11.58	\$11.94
2	\$9.29	\$9.95	\$10.25	\$10.57	\$10.91	\$11.25	\$11.62	\$11.97	\$12.36
3	\$9.58	\$10.23	\$10.57	\$10.91	\$11.24	\$11.60	\$11.96	\$12.35	\$12.73
4	\$9.95	\$10.63	\$10.97	\$11.31	\$11.68	\$12.04	\$12.41	\$12.81	\$13.20
5	\$10.22	\$10.97	\$11.31	\$11.68	\$12.03	\$12.41	\$12.80	\$13.19	\$13.61
6	\$10.59	\$11.34	\$11.70	\$12.06	\$12.45	\$12.83	\$13.23	\$13.68	\$14.10
7	\$10.96	\$11.74	\$12.11	\$12.49	\$12.88	\$13.31	\$13.76	\$14.18	\$14.63
8	\$11.34	\$12.16	\$12.54	\$12.98	\$13.38	\$13.80	\$14.23	\$14.66	\$15.11
9	\$11.74	\$12.62	\$12.97	\$13.24	\$13.60	\$13.96	\$14.35	\$14.72	\$15.13
10	\$12.16	\$13.06	\$13.41	\$13.76	\$14.08	\$14.46	\$14.84	\$15.24	\$15.66
11	\$12.61	\$12.92	\$13.85	\$14.23	\$14.61	\$14.99	\$15.39	\$15.78	\$16.20
12	\$13.06	\$13.94	\$14.33	\$14.71	\$15.10	\$15.50	\$15.91	\$16.35	\$16.76
13	\$13.54	\$14.51	\$14.90	\$15.29	\$15.71	\$16.13	\$16.55	\$16.98	\$17.45
14	\$14.06	\$15.09	\$15.49	\$15.90	\$16.34	\$16.76	\$17.21	\$17.67	\$18.13
15	\$14.66	\$15.71	\$16.13	\$16.55	\$16.98	\$17.45	\$17.90	\$18.38	\$18.86
16	\$15.23	\$16.35	\$16.76	\$17.21	\$17.67	\$18.13	\$18.62	\$19.11	\$19.60
17	\$15.87	\$16.98	\$17.45	\$17.90	\$18.38	\$18.86	\$19.37	\$19.87	\$20.39
18	\$16.49	\$17.67	\$18.13	\$18.62	\$19.10	\$19.60	\$20.15	\$20.65	\$21.23
19	\$17.16	\$18.38	\$18.85	\$19.36	\$19.87	\$20.39	\$20.95	\$21.49	\$22.06
20	\$17.84	\$19.10	\$19.60	\$20.15	\$20.65	\$21.23	\$21.77	\$22.36	\$22.94
21	\$18.55	\$19.87	\$20.39	\$20.95	\$21.49	\$22.06	\$22.64	\$23.26	\$23.89
22	\$19.28	\$20.65	\$21.22	\$21.77	\$22.36	\$22.94	\$23.57	\$24.17	\$24.81
23	\$20.09	\$21.49	\$22.06	\$22.64	\$23.26	\$23.89	\$24.48	\$25.14	\$25.82
24	\$20.86	\$22.36	\$22.94	\$23.57	\$24.17	\$24.81	\$25.48	\$26.16	\$26.88
25	\$21.70	\$23.25	\$23.89	\$24.48	\$25.14	\$25.82	\$26.51	\$27.18	\$27.91
26	\$22.55	\$24.16	\$24.81	\$25.47	\$26.16	\$26.84	\$27.55	\$28.29	\$29.05
H1		\$13.38	\$13.69	\$14.08	\$14.51	\$15.04			
H2		\$14.51	\$15.04	\$15.55	\$16.14	\$16.77	\$17.51	\$18.27	\$19.07
H3		\$15.04	\$15.55	\$16.14	\$16.46	\$17.12	\$17.88	\$18.63	\$19.45
H4		\$15.06	\$15.53	\$16.07	\$16.66	\$17.29	\$18.07	\$18.86	\$19.68
H5		\$15.40	\$15.88	\$16.41	\$17.00	\$17.64	\$18.42	\$19.22	\$20.06

Longevity			Years of Service				
			15	20	25	30	35
Daily Hours		Annual Hours	\$ 375	\$ 750	\$ 1,075	\$ 1,400	\$ 1,725
7	=	1827	0.21	0.41	0.59	0.77	0.94
7.5	=	1957	0.19	0.38	0.55	0.72	0.88
8	=	2088	0.18	0.36	0.51	0.67	0.83

CSEA 2008 Wage Rates

Grade	Hiring	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$9.24	\$9.90	\$10.20	\$10.52	\$10.85	\$11.21	\$11.56	\$11.93	\$12.30
2	\$9.57	\$10.25	\$10.56	\$10.89	\$11.24	\$11.59	\$11.97	\$12.33	\$12.73
3	\$9.87	\$10.54	\$10.89	\$11.24	\$11.58	\$11.95	\$12.32	\$12.72	\$13.11
4	\$10.25	\$10.95	\$11.30	\$11.65	\$12.03	\$12.40	\$12.78	\$13.19	\$13.60
5	\$10.53	\$11.30	\$11.65	\$12.03	\$12.39	\$12.78	\$13.18	\$13.59	\$14.02
6	\$10.91	\$11.68	\$12.05	\$12.42	\$12.82	\$13.21	\$13.63	\$14.09	\$14.52
7	\$11.29	\$12.09	\$12.47	\$12.86	\$13.27	\$13.71	\$14.17	\$14.61	\$15.07
8	\$11.68	\$12.52	\$12.92	\$13.37	\$13.78	\$14.21	\$14.66	\$15.10	\$15.56
9	\$12.09	\$13.00	\$13.36	\$13.64	\$14.01	\$14.38	\$14.78	\$15.16	\$15.58
10	\$12.52	\$13.45	\$13.81	\$14.17	\$14.50	\$14.89	\$15.29	\$15.70	\$16.13
11	\$12.99	\$13.31	\$14.27	\$14.66	\$15.05	\$15.44	\$15.85	\$16.25	\$16.69
12	\$13.45	\$14.36	\$14.76	\$15.15	\$15.55	\$15.97	\$16.39	\$16.84	\$17.26
13	\$13.95	\$14.95	\$15.35	\$15.75	\$16.18	\$16.61	\$17.05	\$17.49	\$17.97
14	\$14.48	\$15.54	\$15.95	\$16.38	\$16.83	\$17.26	\$17.73	\$18.20	\$18.67
15	\$15.10	\$16.18	\$16.61	\$17.05	\$17.49	\$17.97	\$18.44	\$18.93	\$19.43
16	\$15.69	\$16.84	\$17.26	\$17.73	\$18.20	\$18.67	\$19.18	\$19.68	\$20.19
17	\$16.35	\$17.49	\$17.97	\$18.44	\$18.93	\$19.43	\$19.95	\$20.47	\$21.00
18	\$16.98	\$18.20	\$18.67	\$19.18	\$19.67	\$20.19	\$20.75	\$21.27	\$21.87
19	\$17.67	\$18.93	\$19.42	\$19.94	\$20.47	\$21.00	\$21.58	\$22.13	\$22.72
20	\$18.38	\$19.67	\$20.19	\$20.75	\$21.27	\$21.87	\$22.42	\$23.03	\$23.63
21	\$19.11	\$20.47	\$21.00	\$21.58	\$22.13	\$22.72	\$23.32	\$23.96	\$24.61
22	\$19.86	\$21.27	\$21.86	\$22.42	\$23.03	\$23.63	\$24.28	\$24.90	\$25.55
23	\$20.69	\$22.13	\$22.72	\$23.32	\$23.96	\$24.61	\$25.21	\$25.89	\$26.59
24	\$21.49	\$23.03	\$23.63	\$24.28	\$24.90	\$25.55	\$26.24	\$26.94	\$27.69
25	\$22.35	\$23.95	\$24.61	\$25.21	\$25.89	\$26.59	\$27.31	\$28.00	\$28.75
26	\$23.23	\$24.88	\$25.55	\$26.23	\$26.94	\$27.65	\$28.38	\$29.14	\$29.92
H1		\$13.78	\$14.10	\$14.50	\$14.95	\$15.49			
H2		\$14.95	\$15.49	\$16.02	\$16.62	\$17.27	\$18.04	\$18.82	\$19.64
H3		\$15.49	\$16.02	\$16.62	\$16.95	\$17.63	\$18.42	\$19.19	\$20.03
H4		\$15.51	\$16.00	\$16.55	\$17.16	\$17.81	\$18.61	\$19.43	\$20.27
H5		\$15.86	\$16.36	\$16.90	\$17.51	\$18.17	\$18.97	\$19.80	\$20.66

Longevity			Years of Service				
			15	20	25	30	35
Daily Hours	Annual Hours		\$ 375	\$ 750	\$ 1,075	\$ 1,400	\$ 1,725
7	=	1827	0.21	0.41	0.59	0.77	0.94
7.5	=	1957	0.19	0.38	0.55	0.72	0.88
8	=	2088	0.18	0.36	0.51	0.67	0.83

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